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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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2014 FEB 24 AM 9:08

MICHAEL D. BROWN  
RECORDER

After Recording Return To:  
Mortgage Services  
PO Box 5449  
Mount Laurel, NJ 08054  
Return to Phone: 877-766-8244

This Document Prepared By:  
PHH Mortgage Corporation  
PO Box 5449  
Mount Laurel, NJ 08054  
DARCY CRICKARD  
1-877-766-8244

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Original Recording Date: **June 28, 2007**  
Original Loan Amount: **\$108,000.00**  
Original Lender Name: **HSBC MORTGAGE CORPORATION (USA)**

Loan No: **2039633322**  
Investor Loan No: **4005516792**

Prepared Date: June 18, 2013

**LOAN MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 18th day of June, 2013, between **LARRY ALAN HAMM AND MICHELE MARIE HAMM, HUSBAND AND WIFE** ("Borrower") and **HSBC BANK USA, NA**, whose address is **1 MORTGAGE WAY, MT LAUREL, NJ 08054** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **June 22, 2007** and recorded in **Instrument No: 2007 052792**, of the **Official Records (Name of Records) of LAKE County, IN (County and State, or other Jurisdiction)** and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

**939 169TH STREET, HAMMOND, IN 46324,**  
(Property Address)

the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof;

25-00  
2014083770  
2 over  
PP

Said mortgage was assigned by Mortgage Electronic Registration Systems Inc as nominee for HSBC Mortgage Corporation (USA) to HSBC Bank USA, NA by assignment dated 9/12/2011 and recorded in Lake County, Indiana on 9/15/2011 as document 2011 050878.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

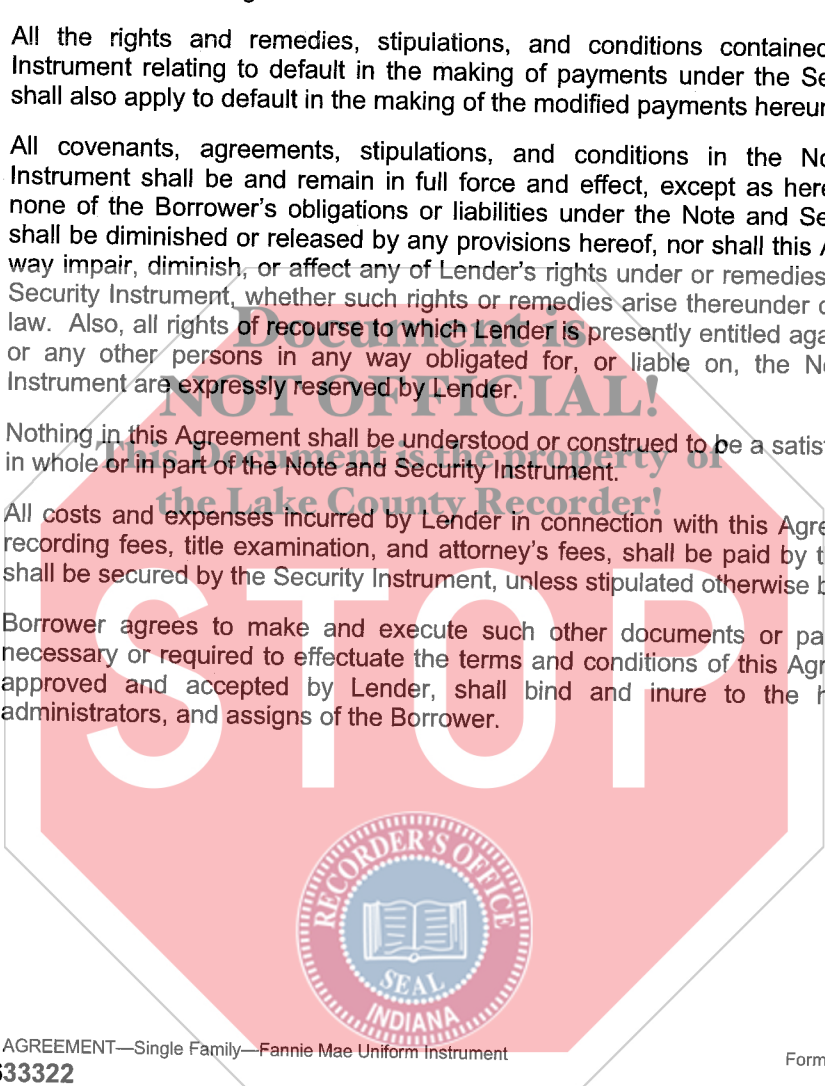
1. As of **June 1, 2013**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$105,264.42**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **4.000%**, from **June 1, 2013**. Borrower promises to make monthly payments of principal and interest of U.S. **\$439.94**, beginning on the **1st** day of **July, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.000%** will remain in effect until principal and interest are paid in full. If on **June 1, 2053** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
  - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and

paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Borrower understands and agrees that:
- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
  - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
  - (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
  - (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
  - (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.



In Witness Whereof, the Lender and I have executed this Agreement.

Larry Alan Hamm 7/8/13 (Seal)  
LARRY ALAN HAMM -Borrower  
Michele Marie Hamm 7/8/13 (Seal)  
MICHELE MARIE HAMM -Borrower

[Space Below This Line For Acknowledgments]

State of Indiana

County of Lake

Before me, Ashley Kristine Geisler Notary Public,  
(please print name)

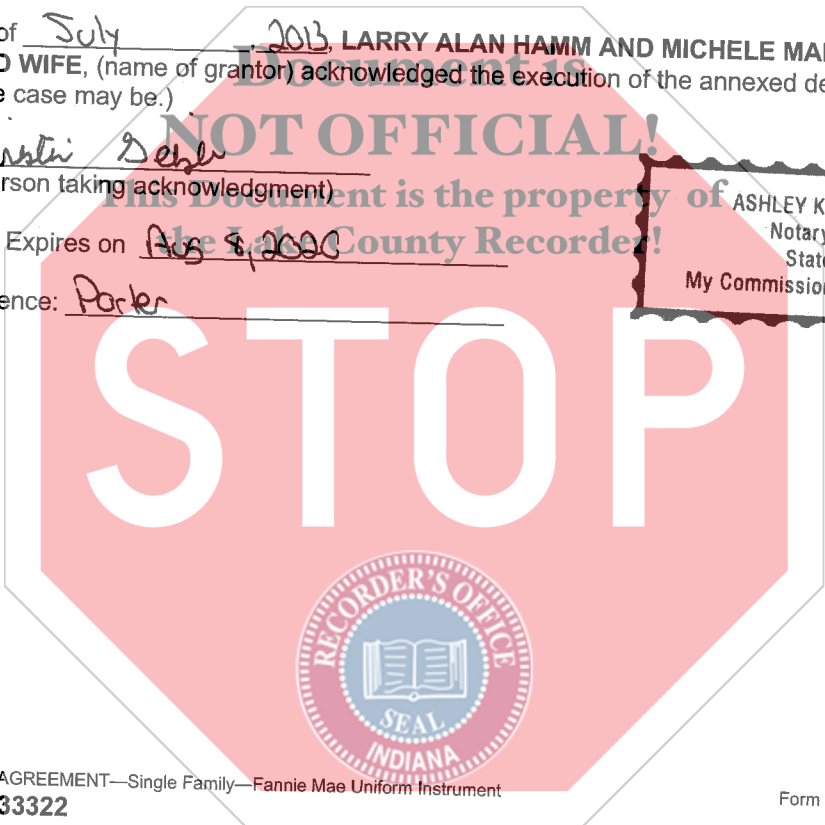
this 8<sup>th</sup> day of July, 2013, LARRY ALAN HAMM AND MICHELE MARIE HAMM,  
HUSBAND AND WIFE, (name of grantor) acknowledged the execution of the annexed deed, (or  
mortgage as the case may be.)

Ashley Kristine Geisler  
(Signature of person taking acknowledgment)

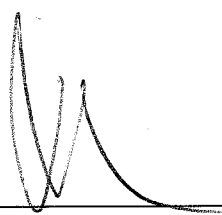
My Commission Expires on Aug 8, 2020

County of Residence: Porter

ASHLEY KRISTINE GEISLER  
Notary Public- Seal  
State of Indiana  
My Commission Expires Aug 8, 2020



HSBC BANK USA, NA



By: \_\_\_\_\_ (Seal) - Lender

Name:

Title:

Vice President & Assistant Secretary  
of the Residential Mortgage Loan  
Administrative Services Division of  
HSBC Bank USA, N.A.

Date of Lender's Signature

11/25/13

[Space Below This Line For Acknowledgments]

State of New Jersey, County of Burlington

On 11-25, 2013, before me, Gladys Laboy  
(please print name)

a Notary Public in and for said State, personally appeared

Dolores Lauria

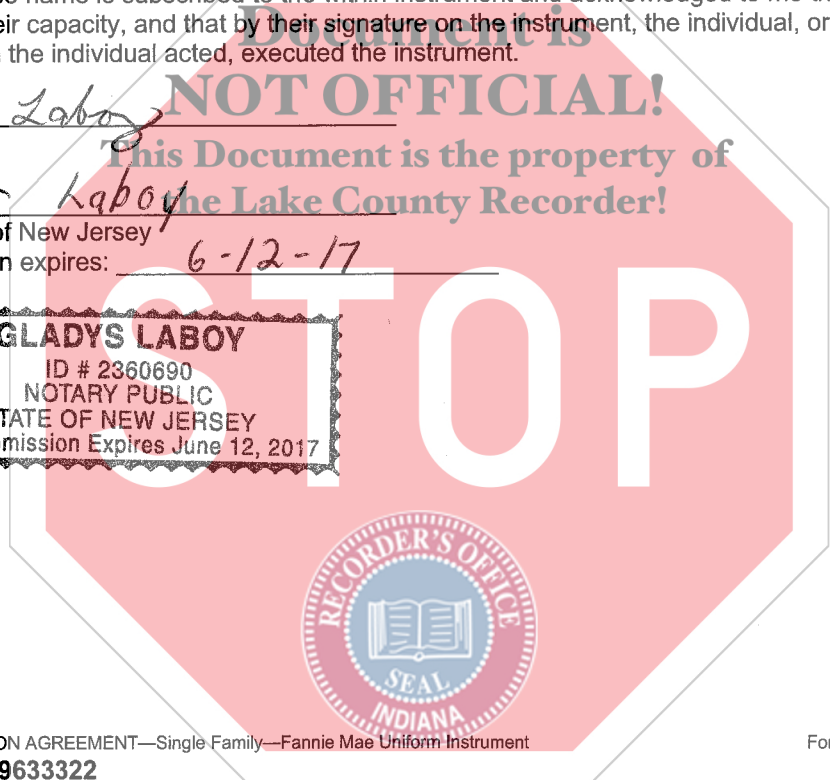
\_\_\_\_\_ of the  
Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the  
individual whose name is subscribed to the within instrument and acknowledged to me that they executed  
the same in their capacity, and that by their signature on the instrument, the individual, or the person upon  
behalf of which the individual acted, executed the instrument.

Gladys Laboy  
Notary Public

Gladys Laboy  
Notary Public of New Jersey

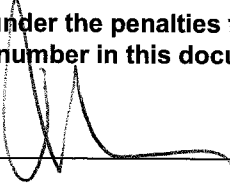
My Commission expires: 6-12-17

**GLADYS LABOY**  
ID # 2360690  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires June 12, 2017



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Signature



Printed Name

Doreen Lovina

This Document Prepared By:  
PHH Mortgage Corporation  
PO Box 5449  
Mount Laurel, NJ 08054  
DARCY CRICKARD



**Exhibit "A"**

Loan Number: **2039633322**

Property Address: **939 169TH STREET, HAMMOND, IN 46324**

Legal Description:

Lot 49, except the west 3.32 feet thereof in Paul Csonto's Addition to the City of Hammond as shown in Plat Book 16, Page 1, in the Office of the Recorder of Lake County, Indiana.



**Loan No: 2039633322**

Exhibit A Legal Description Attachment 11/12

Page 1 of 1