

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 030298

2014 MAY 27 PM 4:19

MICHAEL B. BROWN
RECORDER

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

M Bernal

Signature of Preparer/Declarant

Printed Name of the Preparer/Declarant:

[Space Above This Line For Recording Data]

This instrument was prepared by
and after recording return to:
Charles A. Brown and Associates, P.L.L.C.
d/b/a DocSolution, Inc.
2316 Southmore
Pasadena, TX 77502

**Document is
NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder!**

AMC Loan number: 84461
Original Loan Amount: \$29,200.00

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 2-11-14 between **JO ANNE REESE, WIDOW ("Mortgagor")** and **AMC FINANCIAL HOLDINGS, INC. ("Lender")**, and amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated 7/24/1995 and recorded on 7/25/1995 in Instrument Number 95041707 in the County of LAKE and State of IN (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 828 POLK STREET, GARY, IN 46402, the real property described being set forth as follows:

LOT 18 IN BLOCK 1 IN GARY LAND COMPANY'S FIRST SUBDIVISION IN THE CITY OF GARY AS PER PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 15, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

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):

Loan Modification Agreement- Term Extension

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(1) As of **1/28/2014**, the amount payable under the Note and the Security Instrument (**the "Unpaid Principal Balance"**) is **U.S. \$9,093.82**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized to date, for which amount the Mortgage is indebted to the Lender under said Mortgage, which is a valid lien.

(2) Mortgagor agrees the terms of said Mortgage are modified or extended relative to the payment of the said indebtedness by providing for payment of the balance of the principal, including any unpaid interest due thereon (after the aforementioned deposits, if any, have been applied thereto) as follows: Said total balance of **\$9,093.82** is to be paid, plus interest on the unpaid balance at a rate of **12.550% per annum** (with such rate changing periodically if required by the provisions of the mortgage note), in equal monthly installments of **\$376.33** (excluding the sums required to be deposited for the payment of insurance, taxes, etc.). The first of said installments shall become due and payable on **2/28/2014**, and the remaining installments, as they may be changed periodically if required by the provisions of the mortgage note, **successively on the 28TH day of each and every month thereafter**, until said mortgage indebtedness is fully paid, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on **4/28/2016**, which is the present or extended maturity date.

The Borrower will make such payments to **AMC Financial Holdings, Inc. at P.O. Box 224667, Dallas, TX 75222-4667**, or at such other place as the Lender may require.

(3) Mortgagor agrees to make the payments as specified in Paragraph (2) hereof and understands and agrees that:

(a) All the rights and remedies, stipulations, and conditions contained in said Mortgage relating to default in the making of payments under the Mortgage shall also apply to default in the making of said modified payments hereunder.

(b) All covenants, agreements, stipulations, and conditions in said Mortgage shall be and remain in full force and effect, except as herein modified, and none of the Mortgagor's obligations or liabilities under said Mortgage shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of the Lender's rights under or remedies on the Mortgage, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which the Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Mortgage are expressly reserved by the Lender.

(c) 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 Mortgagor and shall be secured by said Mortgage. Borrower and Lender agree the Extension Expenses **total \$196.00**. Beginning on **2/28/2014**, in addition to the Monthly Payment, Outstanding Fee Monthly Payment, Borrower agrees to pay an additional **\$16.33 per month** contemporaneously with the Monthly Payment until the Extension Expenses are paid in full.

(d) Lender 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 Mortgagor.

(e) This Agreement shall be governed by and construed under the laws of the State where the property is located. If any portion, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with such law, the validity of the remaining portions, terms or provision of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not conflict with such law and/or did not contain the portion, term or provision held to be invalid.

(f) This Agreement shall bind the parties' respective successors, assigns, heirs and personal representatives. This Agreement shall not be understood to limit in any way the right of the Lender to sell, or otherwise convey, any interest in the subject obligation to another, provided that such subsequent party in interest is also bound to the terms of this Agreement.

Loan Modification Agreement- Term Extension

(g) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.

(h) 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. This Agreement may be executed in counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same document.

(i) If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice of demand on the Borrower.

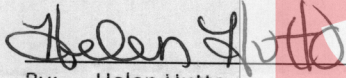
If the Borrower has, since inception of this loan but prior to this agreement, received a discharge in a Chapter 7 Bankruptcy, and there having been no valid reaffirmation agreement of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

Where any provision of this Agreement contradicts any term of a prior agreement between the parties hereto or any predecessor in interest of either party, including the Security Instrument, this Agreement cancels and supersedes such prior rights and agreements, whether written or verbal. The parties hereto hereby cancel, terminate and negate any prior modifications and alternations of the Security Instrument.

(4) This Agreement will not be binding or effective unless both the Borrower(s) and the Lender have signed it.

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

AMC FINANCIAL HOLDINGS, INC.


By: Helen Hutto
Title: Vice President


JO ANNE REESE


Date: 2/11/14



BORROWER ACKNOWLEDGMENT

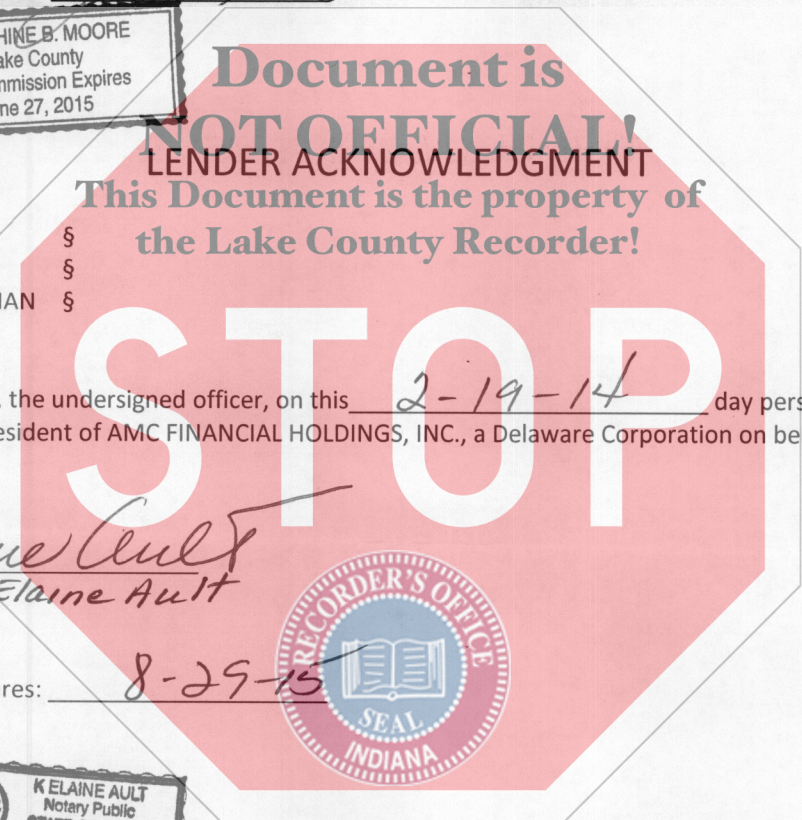
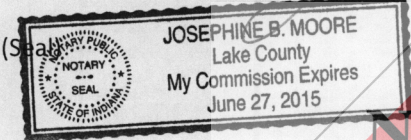
State of Indiana §
County of Lake §

On this February 11th, 2014 before me, the undersigned, a Notary Public, for the aforesaid county and state, duly commissioned and sworn, personally appeared JO ANNE REESE , to me known to be the person (or persons) described in and who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said person (or persons).

Witness my hand and official seal hereto affixed the day and year first above written.

Josephine B. Moore
Notary Public
Printed Name:

My Commission expires: June 27, 2015



STATE OF TEXAS §
COUNTY OF MCLENNAN §

BEFORE ME, the undersigned officer, on this 2-19-14 day personally appeared Helen Hutto, Vice President of AMC FINANCIAL HOLDINGS, INC., a Delaware Corporation on behalf of said Corporation.

K. Elaine Ault
Notary Public K. Elaine Ault
Printed Name:

My Commission expires: 8-29-15

(Seal)

