

1

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 050605

2014 AUG 22 AM 9: 24

MICHAEL B. 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  
Tuyet Tran, Specialist  
1-877-766-8244

[Space Above This Line For Recording Data]

Original Recording Date: **December 30, 2005**  
Original Loan Amount: **\$129,666.00**  
Original Lender Name: **PHH Mortgage Services**

Loan No: **0032274870**  
FHAVA Case Number: **151-7985962-703**

Prepared Date: May 01, 2014

### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 1st day of May, 2014, between **JOHN C BYDALEK AND BRENDA A BYDALEK, HUSBAND AND WIFE** whose address is **12904 BELSHAW RD, LOWELL, IN 46356** ("Borrower") and **PHH Mortgage Corporation** which is organized and existing under the laws of **New Jersey**, and 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") dated **December 07, 2005** and recorded in **Instrument No: 2005-115221**, 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

**12904 BELSHAW RD, LOWELL, IN 46356,**  
(Property Address)

the real property described being set forth as follows:

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

**ASSIGNMENT FROM MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR PHH MORTGAGE SERVICES TO PHH MORTGAGE CORPORATION 12/09/13, DOC**

HUD MODIFICATION AGREEMENT  
Loan No: **0032274870**  
8300h 01/14

(page 1 of 6)

*Handwritten notes:*  
\$ 24  
CK# 2014526591  
1 Ref  
30v  
G  
E

2013-090082.

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 **May 1, 2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$113,767.14**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$0.00** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
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 **4.500%**, from **May 1, 2014**. Borrower promises to make monthly payments of principal and interest of U.S. **\$576.44**, beginning on the **1st** day of **June, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **May 1, 2044** (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; and

- (b) all terms and provisions of any adjustable rate rider, 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. 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 of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
6. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary 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.



John C Bydalek (Seal)  
JOHN C BYDALEK -Borrower

Brenda A. Bydalek (Seal)  
BRENDA A BYDALEK -Borrower

\_\_\_\_\_[Space Below This Line For Acknowledgments]\_\_\_\_\_

State of Indiana

County of Lake

Before me, CAROL WHITE Notary Public,  
(please print name)

this 3 day of JUNE 2014, JOHN C BYDALEK AND BRENDA A BYDALEK,  
HUSBAND AND WIFE, (name of grantor) acknowledged the execution of the annexed deed, (or mortgage  
as the case may be.)

Carol White  
(Signature of person taking acknowledgment)

My Commission Expires on July 15, 2016

County of Residence: Lake

Origination Company: PHH Mortgage Corporation  
NMLSR ID: 2726



**PHH Mortgage Corporation**

By: \_\_\_\_\_ (Seal) - Lender  
Name: \_\_\_\_\_  
Title: **JOSHUA DAWSON, ASST. V.P.**

Date of Lender's Signature: 7/21/14

\_\_\_\_\_  
[Space Below This Line For Acknowledgments]

State of New Jersey, County of Burlington

On 7/21, 2014, before me, **KEITH H GOLDIN**,  
(please print name)

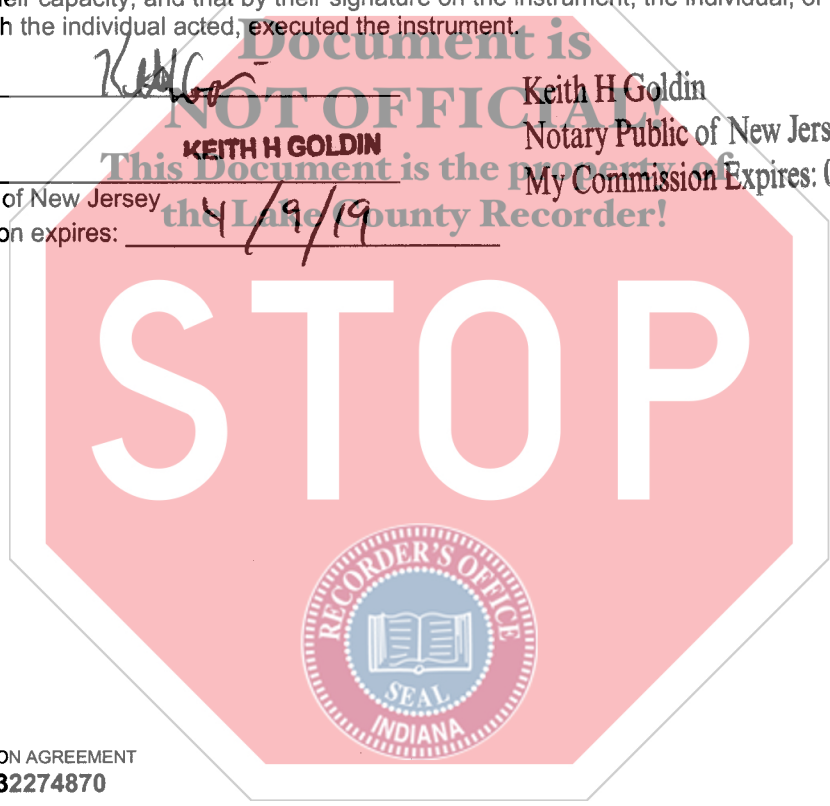
a Notary Public in and for said State, personally appeared  
**JOSHUA DAWSON**

\_\_\_\_\_ 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.

Notary Public: Keith H Goldin  
**KEITH H GOLDIN**

Keith H Goldin  
Notary Public of New Jersey  
My Commission Expires: 04/09/2019

Notary Public of New Jersey  
My Commission expires: 4/9/19



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

This Document Prepared By:  
PHH Mortgage Corporation  
PO Box 5449  
Mount Laurel, NJ 08054  
Tuyet Tran, Specialist



HUD MODIFICATION AGREEMENT  
Loan No: 0032274870  
8300h 01/14

(page 6 of 6)

## LEGAL DESCRIPTION

Parcel 1: Part of the Southeast Quarter of Section 6, and part of the Northeast Quarter of the Northeast Quarter of Section 7, Township 32 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, which parts of said Quarter and Quarter Quarter Sections are more particularly described in one parcel as follows: Commencing at the Northeast corner of said Section 7; thence South 00 degrees 00 minutes 00 seconds West, along the East line of said Section 7, a distance of 280.92 feet to a point on the centerline of Belshaw Road (also known as State Road No. 2), said point also being the Southeast corner of a tract of land conveyed to Sandra Sue Bailey, by Warranty Deed recorded November 16, 2000, as Document No. 2000 083785, in the Lake County Recorder's Office; thence Southwesterly, along the centerline of said Belshaw Road, 298.95 feet to the Southwest corner of said Bailey tract; thence North 00 degrees 00 minutes 00 seconds East, along the Westerly line of said Bailey tract, 241.23 feet to the true point of beginning hereof; thence continuing North 00 degrees 00 minutes 00 seconds East, along the Westerly line of said Bailey tract, 365.00 feet to a corner point of deflection in the Westerly line of said Bailey tract; thence North 89 degrees 36 minutes 24 seconds West, along the deflected Westerly line of said Bailey tract, 189.0 feet; thence South 00 degrees 00 minutes 00 seconds West, parallel with the East line of said Section 6, a distance of 196.98 feet, more or less, to a point on the South line of said Section 6; thence South 05 degrees 47 minutes 53 seconds West, 168.76 feet; thence South 89 degrees 36 minutes 24 seconds East, 206.04 feet to the point of beginning.

Parcel 2: Easement for ingress and egress to be created over the following described tract: Part of the Northeast Quarter of Section 7, Township 32 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, and being a strip of land 20 feet in width lying 10 feet on each side of the following described parcel centerline: Commencing at the Northeast corner of said Section 7; thence South 00 degrees 00 minutes 00 seconds West along the East line of said Section 7, a distance of 280.92 feet to a point on the centerline of Belshaw Road (also known as State Road No. 2), said point also being the Southeast corner of a tract of land conveyed to Sandra Sue Bailey by Warranty Deed recorded November 16, 2000 as Document No. 2000 083785 in the Lake County Recorder's Office; thence Southwesterly, along the centerline of said Belshaw Road, 298.95 feet to the Southwest corner of said Bailey tract; thence South 65 degrees 07 minutes 52 seconds West, along the centerline of Belshaw Road, a distance of 149.99 feet; thence North 22 degrees 42 minutes 24 seconds West, 40.03 feet to a point on the Northernly 40 foot Right-of-Way line of Belshaw Road, which point is the true point of beginning for the centerline of said 20 foot wide strip; thence continuing North 22 degrees 42 minutes 24 seconds West, 149.57 feet; thence North 05 degrees 47 minutes 53 seconds East, 131.42 feet to the point of termination of said parcel centerline, said point falling on the Southerly line of the adjacent tract of land to the North.

