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This Document Prepared By: **NATIONSTAR MORTGAGE LLC 350 HIGHLAND DRIVE LEWISVILLE, TX 75067 Tatiana Vakidis** 1-888-366-1119

LAKE COUNTY FILED FOR RECORD

2014 OCT 20 AM 11: 18

MICHAEL B. BROWN RECORDER

[Space Above This Line For Recording Data]

Original Recording Date: July 01, 2009 Original Loan Amount: \$151,983.00

Loan No: 604799197 FHA Case Number: 151-9441483-703 MIN Number: 100031200010115274

FILE 1ST

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 4th day of September, 2014, between ROBERT KALUF and RUTH KALUF whose address is 3249 WEST 74TH LANE, MERRILLVILLE, IN 464T0 (*Borrowert) and NATIONS CARIMORT GAGE (*LC which is organized and existing under the laws of **The United States of America**, and whose address is **350 HIGHLAND DRIVE**, **LEWISVILLE**, **TX 75067** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of 1901 E. Voorhees Street, Suite C, Danville, IL 61834 or P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **June 19**, **2009** and recorded in Book/Liber N/A, Instrument No: 2009 044286, 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 \$ecurity Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

3249 WEST 74TH LANE, MERRILLVILLE, IN 46410,

(Property Address)

the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereoff

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):

1811 18818 (Bio 1318) (Bio 1811) (BBD 1811) (BBC

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2001 2001 5000 1000 1000

- 1. As of October 1, 2014, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$128,484.82, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest 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 4.250%, from October 1, 2014. Borrower promises to make monthly payments of principal and interest of U.S. \$632.07, beginning on the 1st day of November, 2014, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on October 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.
- 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, eserow 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:
 - all terms and provisions of the Note and Security Instrument (if any) providing for, (a) implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - all terms and provisions of any adjustable rate rider, or other instrument or document that (b) 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)
- 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



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(page 2 of 6)

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.

Rowt Kalad	(Seal)
ROBERT KALUF -Borrower	
Visto Valla Dogumentia	(Seal)
RUTH KALUF -Borrower	
NOT OFFICIAL!	
This ace Below This Line For Acknowledgments of	
State of Indiana the Lake County Recorder!	I. BONICK
County of Lake	ublic- Seel I Indiana
Before me, Notary Public,	xpires Jul 11, 2017
(please print name)	
this 8th day of September, 2014, ROBERT KALUF and RUTH KALUF, (name	of grantor)
acknowledged the execution of the annexed deed, (or mortgage as the case may be.)	
Tracy M. Bonick	
(Signature of person taking acknowledgment) (Signature of person taking acknowledgment)	
My Commission Expires on 7/11	
County of Residence:	
* 6 D 4 7 9 9 1 9 7 Y * HUD MODIFICATION AGREEMENT	7 + 1 0 *
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By: Name:	Azra Habibija Assistant Secret	fali	(Seal) - Lender
Title:	9/17/116	•	
Date of Lend	ler's Signature	 low This I ine F	or Acknowledgments]
The State of			
County of Before me _	Tenton Krista Marie Moore	(nary P	ubli c ame/title of officer) on this day personally appeared
	Azra Habibija	, the	Assistant Sectors of
	Nationst	ar Mortgage I	LC,
	my hand and seal of office the La	ke Count	the property of A.D., 2014 y Recorder! Inature of Officer Interv Public e of Officer
My Commiss	sion expires :	EGILDER'S	KRISTA MARIE MOORE NOTATIVE PUBLIC State of Jexas My Commission Expires July 15, 2017
		SEAL SEAL	

to the contract of the contrac

Exhibit "A"

Loan Number: 604799197

Property Address: 3249 WEST 74TH LANE, MERRILLVILLE, IN 46410

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF LAKE, STATE OF INDIANA: LOT 455 IN LINCOLN GARDENS TWELFTH SUBDIVISION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 42 PAGE 98, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.





Exhibit A Legal Description Attachment 11/12



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