

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 081381

2015 DEC -7 AM 9:06

MICHAEL B. BROWN
RECORDER

a

AFFIDAVIT OF SCRIVENER'S ERROR

NOW COMES affiant, Katlin Paulk, Authorized Agent of Quicken Loans, Inc and states under oath as follows:

That this affidavit relates to the following described property:

This Document is the property of the Lake County Recorder!
See Attached Exhibit A - Legal Description

1. That affiant is the Authorized Agent of Quicken Loans, Inc.
2. That the Modification Agreement executed from James E. Cebulski to Quicken Loans, Inc. and recorded August 13, 2014 in Instrument Number 2014-048504 in the county of Lake, State of Indiana contains a typographical error in the mortgage reference for the original mortgage. see attached exhibit B.
3. That said error was the reference to the mortgage of being recorded 10/12/2010 in Instrument Number 766928251.
4. That the purpose of this affidavit is to correct mortgage reference for the original mortgage. The Corrected mortgage reference of the mortgage is as follows: Recorded October 20, 2010 as Instrument Number 2010-0680816.

Further, affiant sayeth not.

Dated: 11/23/15



Quicken Loans, Inc.

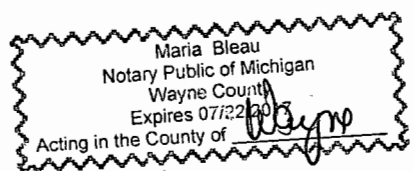
Katlin Paulk
ITS: AUTHORIZED AGENT

STATE OF MI

COUNTY OF Wayne

On November 23, 2015 before me personally appeared, Katlin Paulk Authorized Agent of Quicken Loans, Inc., to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Mania Bleau
Mania Bleau



Prepared by and return to:
Quicken Loans, Inc. 662 Woodward Avenue Detroit, MI 48226

29
2 refs
656393
3.00 over

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 45-11-26-476-020,000-032, 45-11-26-477-006,000-032

Land Situated in the County of Lake in the State of IN

PARCEL NUMBER ONE:

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY-SIX, TOWNSHIP THIRTY-FIVE NORTH, RANGE NINE WEST OF THE 2ND P.M., DESCRIBED AS COMMENCING 450.9 FEET NORTH 500 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTH-EAST QUARTER OF SAID SECTION TWENTY-SIX, THENCE NORTH 398.74 FEET, THENCE WEST 200 FEET, THENCE SOUTH 398.74 FEET, THENCE EAST 200 FEET TO THE PLACE OF BEGINNING. CONTAINING 1.756 ACRES, MORE OR LESS.

PARCEL NUMBER TWO:

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE 2ND P.M. DESCRIBED AS COMMENCING AT A POINT IN THE CENTER OF THE PUBLIC ROAD WHICH IS 73.3 FEET NORTH AND 500 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND RUNNING THENCE NORTH 377.6 FEET; THENCE WEST AT RIGHT ANGLES 103 FEET; THENCE SOUTH AT RIGHT ANGLES 450.9 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND TO THE CENTER OF SAID PUBLIC ROAD, THENCE EAST ALONG SAID SOUTH LINE AND THE CENTER OF SAID ROAD 19.45 FEET, AND THENCE CONTINUING NORTHEASTERLY ALONG THE CENTER OF SAID PUBLIC ROAD 99.9 FEET TO THE PLACE OF BEGINNING.

NOTE: The Company is prohibited from insuring the area or quantity of the land. The Company does not represent that any acreage or footage calculations are correct. References to quantity are for identification purposes only.

Commonly known as: 6508 W 93rd Ave , Crown Point, IN 46307


COMPLIANCE AGREEMENT

In consideration of QUICKEN LOANS INC. ("Lender") modifying the first lien mortgage loan (the "Loan"), in connection with the property located at 6508 W 93Rd Ave, Crown Point, INDIANA 46307 (the "Modification"), the undersigned ("Borrower") agrees, upon request of Lender, its successors or assigns ("Note Holder"), or upon request of any person acting on behalf of Note Holder, to fully cooperate with Note Holder or such person to correct any inaccurate term or provision of, mistake in, or omission from any document associated with the Modification. Borrower further agrees to execute such documents or take such action as Note Holder or such person acting on behalf of Note Holder reasonably may deem necessary (including without limitation the correction of any such inaccuracy, mistake, or omission) as will enable Note Holder to sell, convey, seek guaranty of, or market the Modification to any entity, including without limitation an investor, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Department of Veterans Affairs, or any bonding authority.

Borrower further agrees to comply with any such request within a reasonable period of time as specified by Note Holder or by such person acting on behalf of Note Holder. Failure to comply shall constitute default under the Note and Security Instrument underlying the Modification, and Note Holder may pursue its available remedies.

BY SIGNING BELOW BORROWER ACKNOWLEDGES THAT BORROWER FULLY UNDERSTANDS THIS COMPLIANCE AGREEMENT OR OTHERWISE HAS SOUGHT THE ADVICE OF COUNSEL.

Date: 07/17/14


James E Cebulski - Borrower



10

Prepared by: Michael L. Riddle
Middleberg Riddle Group
717 N. Harwood, Suite 1600
Dallas, TX 75201

Recording Requested By and Return To:
QUICKEN LOANS INC.
SERVICING CLIENT SOLUTIONS TEAM
635 WOODWARD
DETROIT, MI 48226

Exhibit B

[Space Above This Line For Recording Data]

Loan No: 3225194134
Borrower: James E Cebulski

Data ID: 883

Modified Interest Bearing Amount: \$219,427.63
Original Principal Amount: \$226,500.00
Modified Principal Amount: \$219,427.63

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

MIN: 1000390-3225194134-6

This Loan Modification Agreement ("Agreement"), made this 10th day of July, 2014, between James E Cebulski, whose address is 6508 W 93rd Ave, Crown Point, INDIANA 46307 ("Borrower"), QUICKEN LOANS INC., 635 WOODWARD, DETROIT, MI 48226 ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), P.O. Box 2026, Flint, MI 48501-2026, 1901 E. Voorhees St, Suite C, Danville, IL 61834 tel. (888) 679-MERS ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated October 4, 2010 and granted or assigned to Mortgage Electronic Registration Systems, Inc. as Mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), and recorded in 10/12/2010 as Instrument Number 766928251 of the Official Records of the County Recorder's Office of LAKE COUNTY, INDIANA 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:

6508 W 93rd Ave, Crown Point, INDIANA 46307

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF



the real property described being set forth as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

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 July 1, 2014, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$219,427.63, 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 4.6250%, from July 1, 2014. Borrower promises to make monthly payments of principal and interest of U.S. \$1,004.17, beginning on the first day of August, 2014, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.6250% will remain in effect until principal and interest are paid in full.

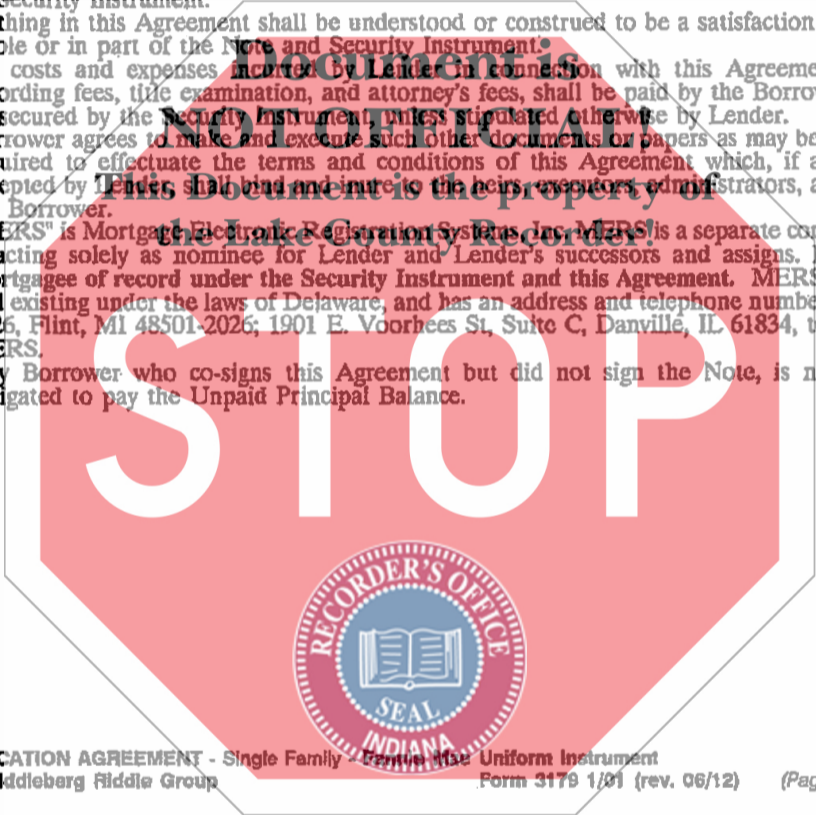
If on July 1, 2054 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

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 this 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. 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) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
 - (d) 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.
 - (e) 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.
 - (f) 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.
 - (g) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee of record under the Security Instrument and this Agreement. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026; 1901 E. Voorhees St, Suite C, Danville, IL 61834, tel. (888) 679-MERS.
 - (h) Any Borrower who co-signs this Agreement but did not sign the Note, is not personally obligated to pay the Unpaid Principal Balance.



Loan No: 3225194134

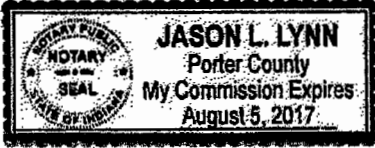
Data ID: 883

James E. Cebulski
James E. Cebulski - Borrower (Seal)

- Borrower Acknowledgment -

STATE OF INDIANA
COUNTY OF LAKE
Before me, Jason L. Lynn, a Notary Public, this 17 day of July,
2014
James E. Cebulski
acknowledged the execution of the annexed instrument.

[Seal]



Jason L. Lynn
Notary Public
Jason L. Lynn
(Printed Name)

My commission expires: 8-5-2017

Porter
County of Residence:



Lender: QUICKEN LOANS INC.

By: Kassandra Walker

Its: Kassandra Walker
Loss Mitigation Officer (Printed Name and Title)

Date of Lender's Signature: 7/24/14

Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. - Nominee for Lender by QUICKEN LOANS INC.

By: [Signature]
Its: Asst Secretary of MERS Matthew Thompson
(Printed Name and Title)

- Lender/Mortgagee Acknowledgment -

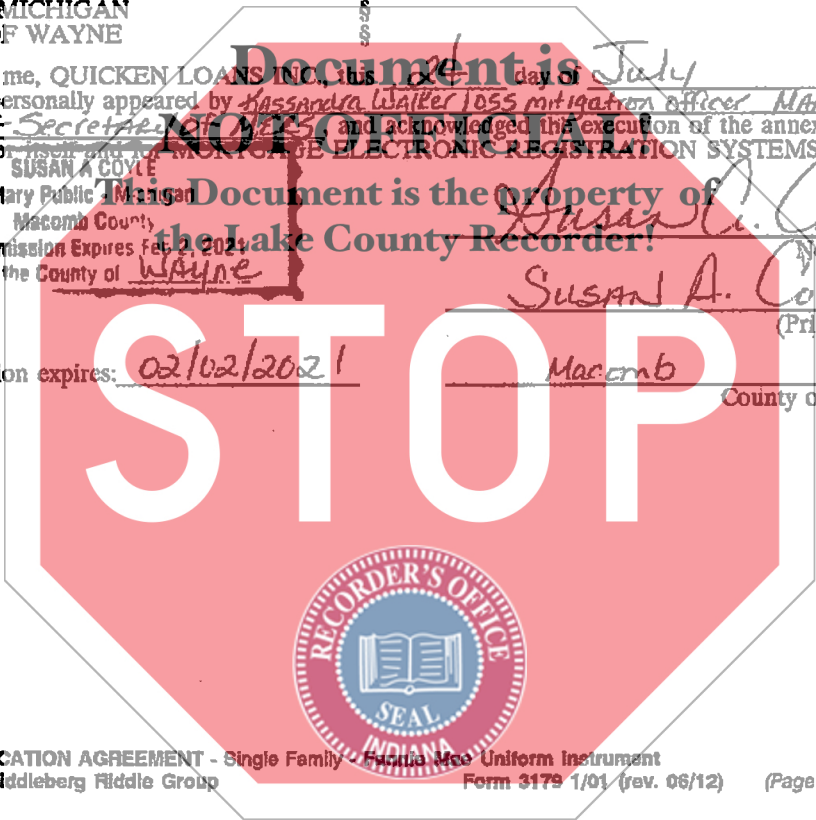
STATE OF MICHIGAN
COUNTY OF WAYNE

Before me, QUICKEN LOANS INC. this 24 day of July, 2014, personally appeared by Kassandra Walker Loss mitigation officer Matthew Thompson its Asst Secretary of MERS and acknowledged the execution of the annexed instrument for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

SUSAN A COYLE
Notary Public in Michigan
Macomb County
My Commission Expires Feb 2, 2021
in the County of Wayne

This Document is the property of
Susan A. Coyle
Notary Public
Susan A. Coyle
(Printed Name)

My commission expires: 02/02/2021 Macomb County of Residence



Loan No: 3225194134

Data ID: 883

Borrower: James E Cebulski

Property Address: 6508 W 93Rd Ave, Crown Point, INDIANA 46307

LEGAL DESCRIPTION

EXHIBIT A - LEGAL DESCRIPTION

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Commonly known as: 6508 W 93rd Avenue, Crown Point, IN 46307

This instrument was prepared by: Michael L. Riddle

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, Michael L. Riddle, Middleberg Riddle Group.

LOAN MODIFICATION AGREEMENT - Single Family - Uniform Instrument
Modified by Middleberg Riddle Group

Form 3179 1/01 (rev. 06/12)

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