

2013 029818

2013 APR 26 AM 9:17

MICHAEL D. BROWN
RECORDER

When recorded mail to: #:7447196
First American Title
Loss Mitigation Title Services 24541.1
P.O. Box 27670
Santa Ana, CA 92799
RE: GARRISON - PROPERTY REPORT

[Space Above This Line for Recording Data]

MODIFICATION AGREEMENT

Servicer: Ocwen Loan Servicing, LLC
Original Mortgagor / Maker: ROBERT G. GARRISON
Marital Status: SINGLE
Original Mortgagee / Payee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
ACTING SOLELY AS NOMINEE FOR TAYLOR BEAN & WHITAKER
MORTGAGE CORP.

Original Amount: \$ 134,000.00
Original Mortgage Date: NOVEMBER 05, 2007
Date Recorded: NOVEMBER 21, 2007
Reel / Book: _____ Page / Liber: _____
CRFN / Document/Instrument #: 2007 092617
AP# / Parcel #: 03-07-0216-0022
Property Address: 10618 PORTER ST,
City: CROWN POINT County: LAKE State: _____

Present Holder of the Note and Lien: OCWEN LOAN SERVICING, LLC.
Holder's Mailing Address:
(Including county) 1661 Worthington Road, Suite 100
West Palm Beach, FL 33409
Palm Beach County

New Money \$ _____

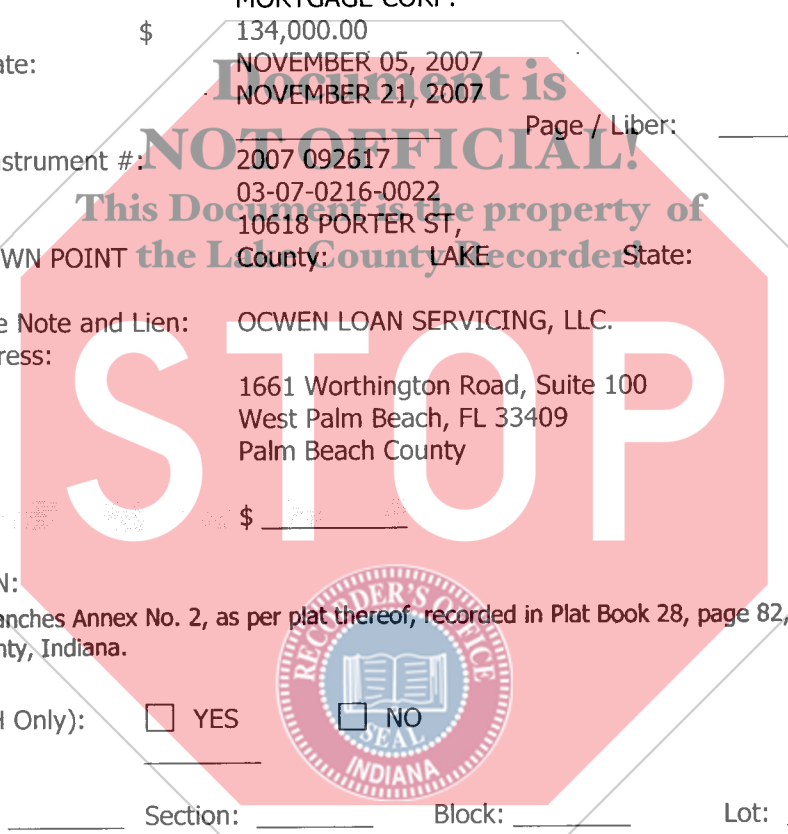
LEGAL DESCRIPTION:
Lot 22 in Green Hill Ranches Annex No. 2, as per plat thereof, recorded in Plat Book 28, page 82, in the Office of the Recorder of Lake County, Indiana.

Registered Land (OH Only): YES NO
AFN# (OH Only): _____

District (NYC Only): _____ Section: _____ Block: _____ Lot: _____

District (MA Only): _____

Lot (DC Only): _____ Square: _____



26.00
1 ref #
3 over
18070007
40
E

This document was prepared by: _____
 After recording please return to: _____

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS. ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED.

LOAN MODIFICATION AGREEMENT

Ocwen Loan Servicing, LLC ("Ocwen") is offering you this Loan Modification Agreement ("Modification"), dated 6/25/2012, which modifies the terms of your home loan obligations as described in detail: the Mortgage, Deed of Trust, or Security Deed (the "Mortgage"), dated and recorded in the public records of Lake County, and the Note, of the same date and secured by the Mortgage, which covers the real and personal property described in the Mortgage and defined therein as the "Property", located at:

10618 Porter Street
 Crown Point, IN 46307

NOTICE TO CONSUMER: 1. Do not sign this agreement before you read it. 2. You are entitled to a copy of this agreement. 3. You may prepay the unpaid balance at any time without penalty.

1. The Borrower represents that the Borrower is, is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$12,592.55, have been added to the indebtedness under the terms of the Note and Security Instrument. As of 6/25/2012 the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$147,874.75.
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Upon Modification, the annual rate of interest charged on the unpaid principal balance of your loan will be 5.000%. This rate will remain in effect until the maturity date of your loan, which is 9/1/2052. This date may have been extended and may be different than your original maturity date. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 713.05, beginning on the 10/1/2012, and continuing thereafter on the same day of each succeeding month. If on 9/1/2052 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments at OCWEN LOAN SERVICING, LLC ATTN: CASHIERING DEPARTMENT 1661 Worthington Road, Suite 100 West Palm Beach, FL 33409 or at such other place as the Lender may require.
4. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.
5. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the parties will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
6. You agree 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 Ocwen will bind and inure to your heirs, executors, administrators, and assigns.
7. Corrections and Omissions. You agree to execute such other and further documents as may be reasonably necessary to consummate the transactions contemplated herein or to perfect the liens and security interests intended to secure the payment of the loan evidenced by the Note.
8. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification.
 - ✓ 1-4 Family Rider — Assignment of Rents
 - ✓ Modification Due on Transfer Rider
 - Bankruptcy Rider
 - Other rider

If this box is checked, Borrower(s) signature must be notarized.

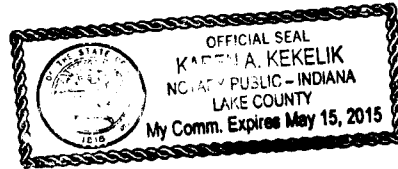
In Witness Whereof, the Servicer and I have executed this Agreement.

Sign Here → Robert G Garrison 03 / 01 / 13 Date

State of IN _____)
County of Lake)
On 3-1-13 before me, Karen A. Kekelik personally appeared Robert Garrison, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of IN that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature Karen A. Kekelik (Seal)
Print Name: Karen A. Kekelik
Commission expiration date 05/15/2015



Personally Known OR Produced Identification _____
Type of Identification Produced _____

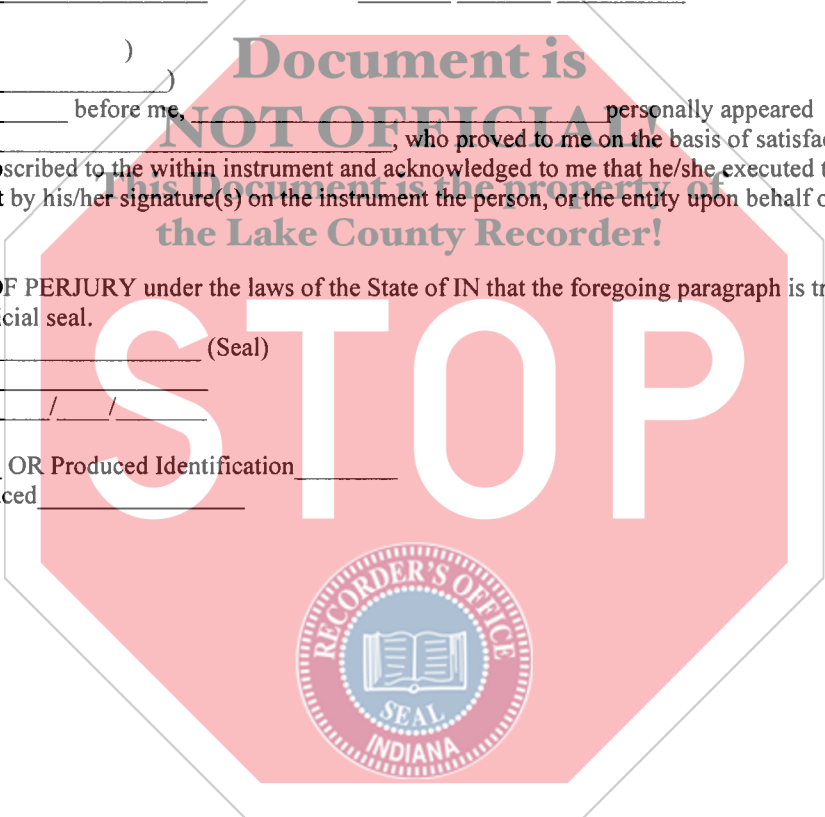
Sign Here → _____ / / _____ Date

State of IN _____)
County of _____)
On _____ before me, _____ personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of IN that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____ (Seal)
Print Name: _____
Commission expiration date ____ / ____ / ____

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____



*All individuals on the title (even if not a borrower on the note) must sign this agreement. If there are more than two title holders to this property, please have them sign below. If no other title holders exist, please leave page 6 blank and return it with the rest of the agreement.

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

Sign Here → [Signature] 03 / 01 / 13 Date
ROBERT GARRISON

State of IN _____)
County of Lake)
On 3-1-13 before me, Karen A. Kekelik personally appeared
Robert Garrison

, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of IN that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature [Signature] (Seal)
Print Name: Karen A. Kekelik
Commission expiration date 05/15/2015



Personally Known OR Produced Identification _____
Type of Identification Produced _____

Sign Here → _____ / / _____ Date

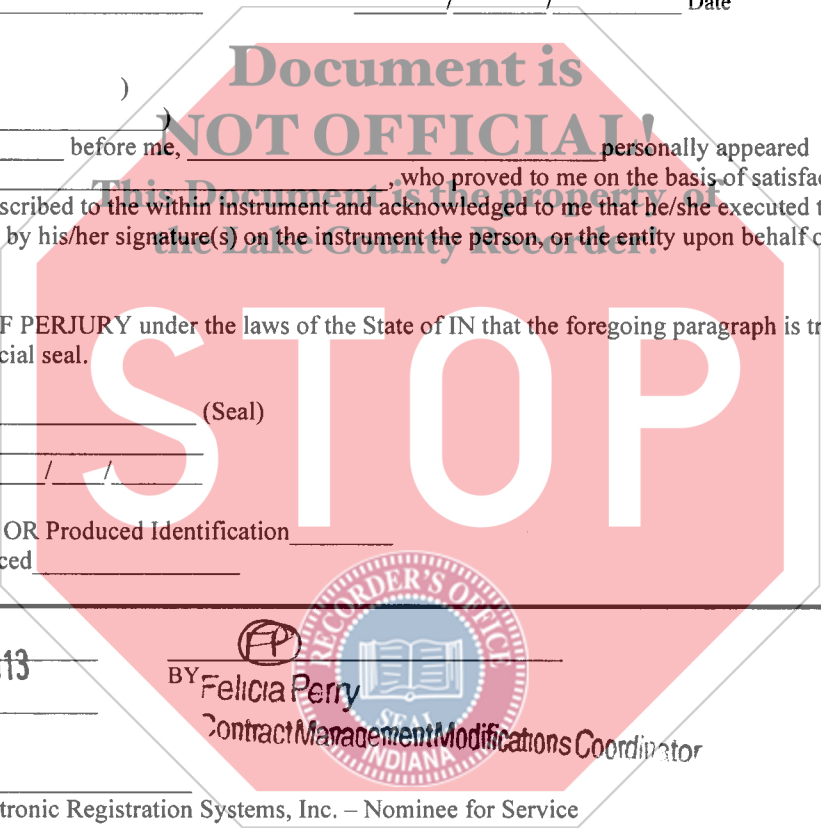
State of IN _____)
County of _____)
On _____ before me, _____ personally appeared

, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature(s) on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of IN that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____ (Seal)
Print Name: _____
Commission expiration date / /

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____



Servicer MAR 15 2013

Date _____

If applicable: _____
Mortgage Electronic Registration Systems, Inc. - Nominee for Service

BY [Signature]
Felicia Perry
Contract Management Modifications Coordinator



Modification Due on Transfer Rider

THIS MODIFICATION DUE ON TRANSFER RIDER, effective 6/25/2012, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Robert G Garrison (the "Borrower") and Ocwen Loan Servicing, LLC (the "Lender") covering the Property described in the Loan Modification Agreement located at:

10618 Porter Street,
Crown Point, IN 46307.

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

- A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment-in-full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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.

- B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.




Ocwen Loan Servicing, LLC

By: Felicia Perry
Contract Management Modifications Coordinator

MAR 15 2013


Robert G Garrison

1-4 Family Modification Agreement Rider Assignment of Rents

THIS 1-4 FAMILY MODIFICATION AGREEMENT RIDER ASSIGNMENT OF RENTS ("1-4 Family Rider") effective 6/25/2012, is incorporated into that certain Loan Modification Agreement (the "Modification") of the same date made by Robert G Garrison (the "Borrower") and is incorporated into and amends and supplements the Security Instrument executed by Borrower to secure the Note. The Security Instrument covers the Property as defined and described in the Security Instrument and located at:

10618 Porter Street,
Crown Point, IN 46307

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT:** In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on leasehold) is referred to in this 1-4 Family Rider and the Security Instrument as the "Property."
- B. USE OF PROPERTY AND COMPLIANCE WITH LAW:** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS:** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- D. RENT LOSS INSURANCE:** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5 of the Security Instrument.
- E. "BORROWER'S RIGHT TO REINSTATE" DELETED:** Uniform Covenant 18 of the Security Instrument is deleted.
- F. BORROWER'S OCCUPANCY:** Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 of the Security Instrument concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 of the Security Instrument shall remain in effect.
- G. ASSIGNMENT OF LEASES:** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS, APPOINTMENT OF RECEIVER AND LENDER IN POSSESSION:** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sum secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7 of the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

- I. **CROSS-DEFAULT PROVISION:** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.
- J. **PRIOR ASSIGNMENT OF RENTS:** This 1-4 Family Rider supersedes the provisions of any previous 1-4 Family Rider Assignment of Rents (a "Previous Assignment") executed by Borrower pertaining to the Property. If a Previous Assignment has been executed by the Borrower, then the assignment and lien granted in the assignment of Rents contained in Paragraph H of this 1-4 Family Rider shall relate back in time to the date and priority of any such Previous Assignment.
- K. **CAPITALIZED TERMS:** Capitalized terms used in this 1-4 Family Rider shall have the meanings ascribed to them in the Modification except as otherwise specifically set forth in this 1-4 Family Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.


Ocwen Loan Servicing, LLC


Robert G Garrison

Felicia Perry
By: ~~Contract Management Modifications Coordinator~~

MAR 15 2013

This Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

STOP



OCWEN LOAN SERVICING, LLC.

[Handwritten Signature]
By: Lauren Martin
Supervisor, Contract Management
Date: 18-March-2013

Power of attorney recorded on _____, County
State _____, Book: _____ Page _____
Instrument # _____

(If power of attorney recorded information above is not completed, please see attached Power of Attorney)

WITNESSES:

[Handwritten Signature]

Felicia Perry

[Handwritten Signature]

Cord Moss
Brian Ader

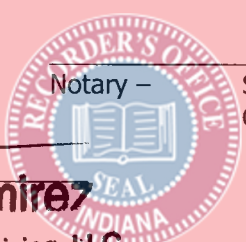
STATE OF Florida }
COUNTY OF Palm Beach }

Document is NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!

On 18-March-2013, before me, the undersigned Notary Public, personally appeared Lauren Martin, Supervisor, Contract Management of Ocwen Loan Servicing, LLC, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual(s) or person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the county of Palm Beach, State of Florida.

Witness my hand and official seal.

FLORIDA
NOTARY PUBLIC
#DD914835
EXPIRES AUG. 09, 2013
ATLANTIC BONDING CO., INC.



[Handwritten Signature]

Elsie Ramirez

[Handwritten Signature]

Elsie Ramirez

Prepared by:

NOTARY PUBLIC-STATE OF FLORIDA
Elsie Ramirez
Commission #DD914835
Expires: AUG. 09, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

Ocwen Loan Servicing, LLC
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409