

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2013 048166

2013 JUL -2 AM 10:24

MICHAEL B. BROWN  
RECORDER

WHEN RECORDED, RETURN TO:  
FIRST AMERICAN MORTGAGE SERVICES  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING

This Document Prepared By:  
**DEBBIE SHEPHERD**  
U.S. BANK N.A.  
4801 FREDERICA ST  
OWENSBORO, KY 42301

When recorded mail to: #7783495  
First American Title  
Loss Mitigation Title Services 12106.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: WALTON - PROPERTY REPORT

Tax/Parcel No. 450533229046000004

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Original Principal Amount: \$340,000.00

Freddie Mac Loan No.: 537000453

Unpaid Principal Amount: \$326,046.37

Loan No: 6800203359

New Principal Amount \$370,733.17

New Money (Cap): \$44,686.80

**LOAN MODIFICATION AGREEMENT (MORTGAGE)**  
(To a Fixed Interest Rate)

**IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED**

This Loan Modification Agreement (the "Agreement"), made and effective this 5TH day of APRIL, 2013, between U.S. BANK N.A. ("Lender"), whose address is 4801 FREDERICA ST, OWENSBORO, KY 42301, and WILLIAM J WALTON ("Borrower"), whose address is 1123 NORTH WAYNE STREET, GARY, INDIANA 46403, modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated JANUARY 14, 2009, in the original principal sum of U.S. \$340,000.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded on JANUARY 23, 2009 in INSTRUMENT NO. 2009-003941, of the OFFICIAL Records of LAKE COUNTY, INDIANA. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) - Single Family - Freddie Mac UNIFORM INSTRUMENT Form 5161 04182013\_57  
First American Mortgage Services

WD12106.1 6800203359

Page 1

3 RET

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26.<sup>00</sup>  
1203389  
+  
1209707  
PP

1123 NORTH WAYNE STREET, GARY, INDIANA 46403  
[Property Address]

the real property described being set forth as follows:



**LOTS 32, 33 AND 34 IN BLOCK 7 IN LAKE SHORE ADDITION TO EAST CHICAGO, IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 2 PAGE 17, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.**

**SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE**

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. Current Balance. As of **MAY 1, 2013**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$370,733.17**.
2. Interest Rate. 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 **4.0000%**, beginning **MAY 1, 2013**, both before and after any default described in the Note. The yearly rate of **4.0000%** will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,549.44**, beginning on the **1ST** day of **JUNE, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MAY 1, 2053**, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. Place of Payment. Borrower must make the monthly payments at **4801 FREDERICA ST, OWENSBORO, KY 42301** or such other place as Lender may require.
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
6. Property Transfer. 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.

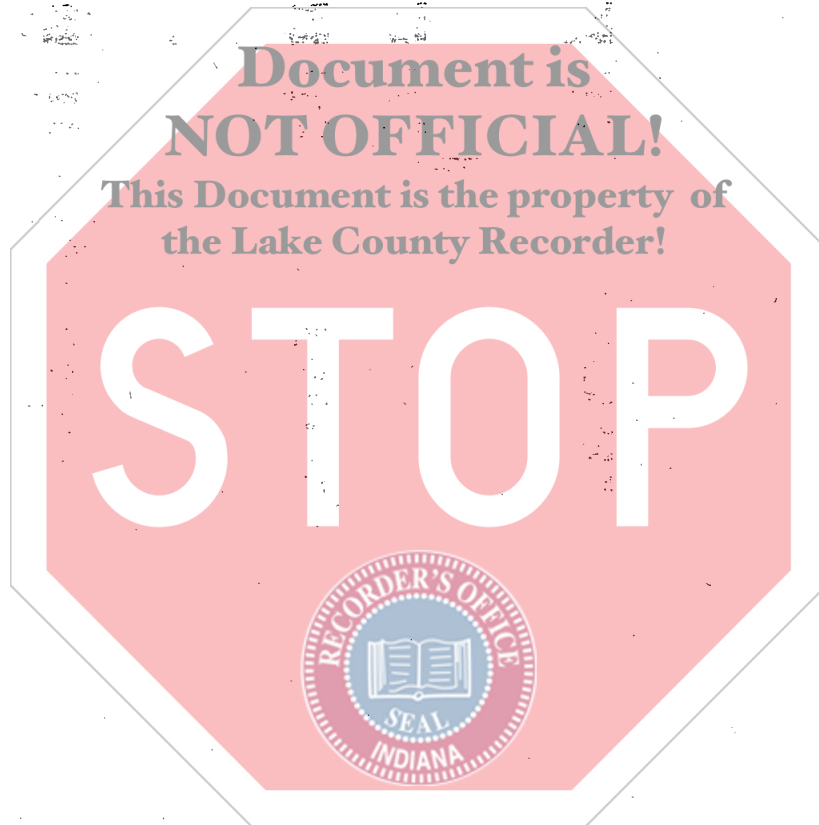
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 of the Security Instrument, within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may

	<b>WALTON</b>	
<b>47121701</b>		<b>IN</b>
<b>FIRST AMERICAN E/S MODIFICATION AGREEMENT</b>		
		

invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

7. **Compliance with Covenants.** 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.
8. 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 where 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.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law Public Shepherd  
[Printed Name]



In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

By Rachel Fulks (print name)  
Mortgage Document Officer (title)

5/8/13 Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of May 2013

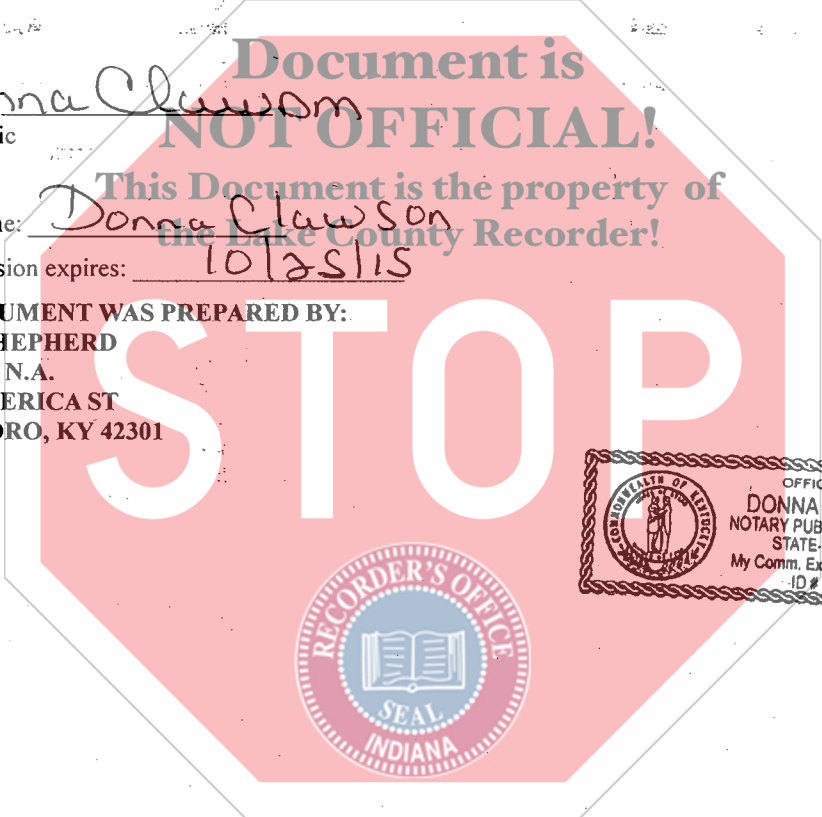
RACHEL FULKS, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A.,

a National Banking Association on behalf of said national association.

Donna Clawson  
Notary Public

Printed Name: Donna Clawson  
My commission expires: 10/25/15

THIS DOCUMENT WAS PREPARED BY:  
DEBBIE SHEPHERD  
U.S. BANK N.A.  
4801 FREDERICA ST  
OWENSBORO, KY 42301



In Witness Whereof, I have executed this Agreement.

[Signature] (Seal)  
Borrower

WILLIAM J WALTON

5/2/13  
Date

\_\_\_\_\_  
Borrower (Seal)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Borrower (Seal)

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Date

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Borrower (Seal)

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Date

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Borrower (Seal)

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Date

\_\_\_\_\_  
Borrower (Seal)

\_\_\_\_\_  
Date

[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**  
STATE OF INDIANA,  
COUNTY SS: Lake

On this 2nd day of May, 2013, before me, the undersigned, a Notary Public in and for said County, personally appeared WILLIAM J WALTON, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

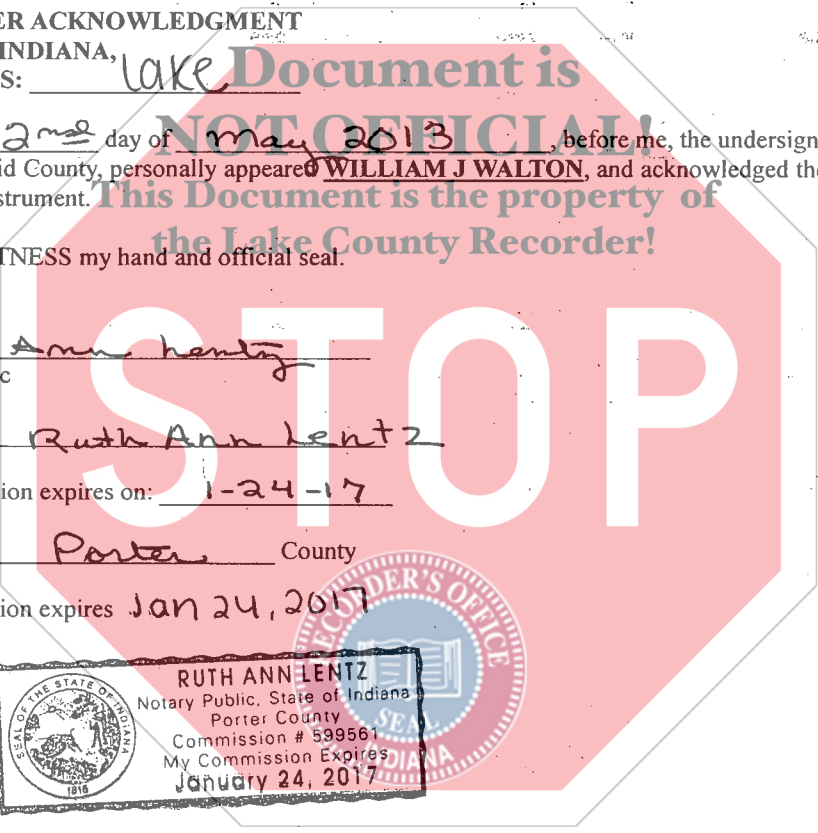
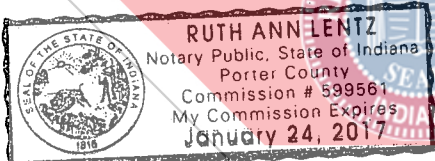
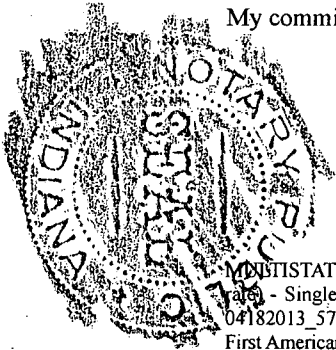
Ruth Ann Lentz  
Notary Public

Print Name: Ruth Ann Lentz

My commission expires on: 1-24-17

Residing in Porter County

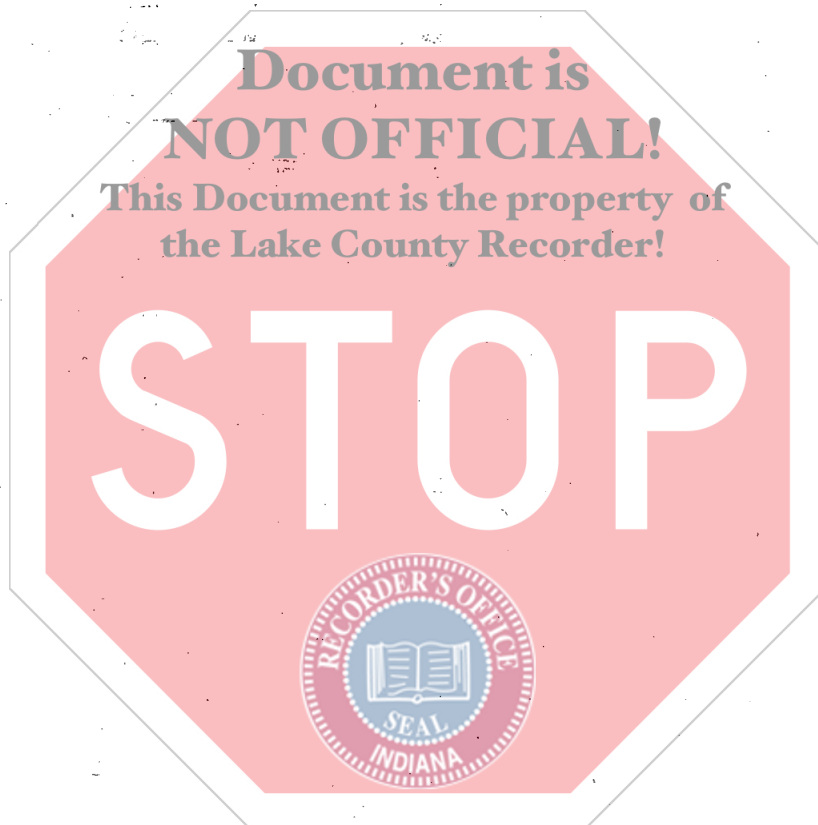
My commission expires Jan 24, 2017



**EXHIBIT B  
MORTGAGE SCHEDULE**

Mortgage made by **WILLIAM J WALTON** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR MORTGAGE SERVICES III, LLC, A LIMITED LIABILITY COMPANY** for **\$340,000.00** and interest, dated **JANUARY 14, 2009** and recorded on **JANUARY 23, 2009** in **INSTRUMENT NO. 2009-003941**. Mortgage tax paid:

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated and recorded on **MAY 21, 2012** in **INSTRUMENT NO. 2012-034029**.





### MODIFICATION BANKRUPTCY RIDER

THIS MODIFICATION BANKRUPTCY RIDER, effective **APRIL 5, 2013**, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by **WILLIAM J. WALTON** (the "Borrower") and **U.S. BANK N.A.** (the "Lender") covering the Property described in the Loan Modification Agreement and located at **1123 NORTH WAYNE STREET, GARY, INDIANA 46403**.

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

Borrower represents that Borrower was discharged in a Chapter 13 bankruptcy proceeding subsequent to the execution of the Note and Security Instrument. Borrower and lender acknowledge and agree that the Loan Modification Agreement does not affect the discharge of the Borrower's personal liability on the debt.

  
WILLIAM J WALTON

(Seal)

-Borrower

(Seal)

-Borrower

Document is  
**NOT OFFICIAL!**

This Document is the property of  
the Lake County Recorder!

(Seal)

-Borrower

(Seal)

-Borrower

**STOP**

(Seal)

-Borrower

(Seal)

-Borrower

