

2013 048973

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2013 JUL -8 AM 8:34

MICHAEL B. BROWN  
RECORDER

This Document Prepared By:  
**DEB WIESE**  
U.S. BANK N.A.  
MAIL CODE: MK-WI-RFHM  
809 S. 60TH ST, SUITE 210  
WEST ALLIS, WI 53214

When recorded mail to: #6383211  
First American Title  
Loss Mitigation Title Services 12070.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: UYLAKI - PROPERTY REPORT

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

Tax/Parcel No.

[Space Above This Line for Recording Data]

Original Principal Amount: \$72,572.00

FHA/VA Case No.: 7031517623790

Unpaid Principal Amount: \$67,138.41

Loan No: 9902000326

New Principal Amount \$74,607.19

New Money (Cap): \$7,468.78

### LOAN MODIFICATION AGREEMENT (MORTGAGE)

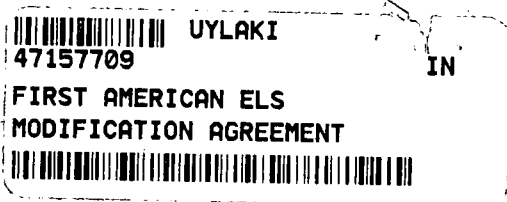
This Loan Modification Agreement ("Agreement"), made this 23RD day of DECEMBER, 2010, between THOMAS C UYLAKI JR, MELINDA UYLAKI, HUSBAND AND WIFE ("Borrower"), whose address is 2861 STEVENSON ST, GARY, INDIANA 46406 and U.S. BANK N.A. ("Lender"), whose address is 809 S. 60TH ST, SUITE 210, WEST ALLIS, WI 53214 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated JULY 26, 2004 and recorded on AUGUST 10, 2004 in INSTRUMENT NO. 2004 067503, LAKE COUNTY, INDIANA, and (2) the Note, in the original principal amount of U.S. \$72,572.00, 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 2861 STEVENSON ST, GARY, INDIANA 46406

the real property described is located in LAKE COUNTY, INDIANA and being set forth as follows:

CK#  
1210182  
G

1Ref E

\$20



THE SOUTH 200 FEET OF LOT 51, BLOCK 2, GARDEN ACRES, AS SHOWN IN PLAT BOOK 23, PAGE 26, IN LAKE COUNTY, INDIANA.

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, **JANUARY 1, 2011** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$74,607.19**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$7,468.78** 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 **4.7500%**, from **JANUARY 1, 2011**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$389.19**, beginning on the **1ST** day of **FEBRUARY, 2011**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 1, 2041** (the "Maturity Date"), the 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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of 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; however, the following terms and provisions are forever cancelled, 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.

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 Janata Turner.

[Printed Name]



In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

By Debra R. Wiese (print name)  
Vice President (title)

12-10-12 Date

[Space Below This Line for Acknowledgments]

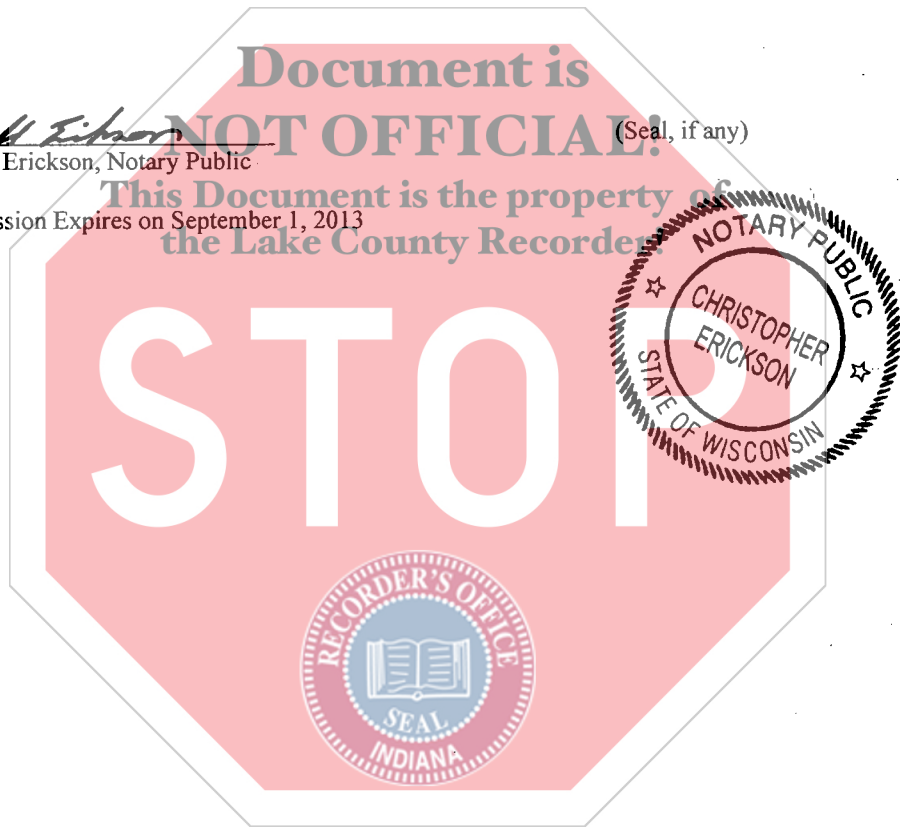
State of WISCONSIN

County of MILWAUKEE

This instrument was acknowledged before me on 12-10-12 (date), by **DEBRA R. WIESE**, the **VICE PRESIDENT** of **U.S. BANK N.A.**, on behalf of said entity.

Christopher Erickson  
Christopher Erickson, Notary Public

My Commission Expires on September 1, 2013



In Witness Whereof, I have executed this Agreement.

Thomas C. Uylaki Jr (Seal)  
Borrower  
THOMAS C UYLAKI JR

Melinda Uylaki (Seal)  
Borrower  
MELINDA UYLAKI

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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Date

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(Seal)  
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(Seal)  
Borrower

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Date

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Date

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[Space Below This Line for Acknowledgments]

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

On this 3rd day of December, before me, the undersigned, a Notary Public in and for said County, personally appeared THOMAS C UYLAKI JR, MELINDA UYLAKI, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

Barbara Rochelle Jefferson  
Notary Public

Print Name Barbara Rochelle Jefferson

My commission expires on: 2/24/19

Residing in Lake County

My commission expires 2/24/19

**BARBARA ROCHELLE JEFFERSON**  
Notary Public - Seal  
State of Indiana  
My Commission Expires Feb 24, 2019

