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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2013 DEC -5 AM 8:45

MICHAEL B. BROWN
RECORDER

Title: Loan Modification Agreement (MORTGAGE)

This Document Prepared By:
CAMERON CADDELL
CITIMORTGAGE
14700 CITICORP. DR
HAGERSTOWN, MD 21742

When recorded mail to: #8668635
First American Title
Loss Mitigation Title Services 1806.16
P.O. Box 27670
Santa Ana, CA 92799
RE: COLEMAN - PC REC SVC

Tax/Parcel No. 45-08-33-455-017.000-004

[Space Above This Line for Recording Data]

Investor Loan No.: 151-8949013

Loan No: 2005745644

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SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is made on **SEPTEMBER 5, 2013**. The grantor is **KAREN J COLEMAN** ("Borrower"), whose address is **423 W. 53RD AVE, GARY, INDIANA 46410**. The beneficiary is the **Secretary of Housing and Urban Development**, whose address is **Attention: Single Family Notes Branch, 451 Seventh Street SW, Washington, DC 20410** ("Lender"). Borrower owes Lender the principal sum of **TWENTY-ONE THOUSAND THREE HUNDRED FOUR DOLLARS AND 26 CENTS** Dollars (U.S. \$21,304.26). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on **SEPTEMBER 1, 2043**.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of LAKE, State of INDIANA:

LOT 22 IN BLOCK 3 IN MEADOWDALE SECOND SUBDIVISION, IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 31 PAGE 62, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Partial Claims Agreement 08292013_105
First American Mortgage Services

2005745644

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14135964
PP

Tax Parcel No. 45-08-33-455-017.000-004

which has the address of , 423 W. 53RD AVE, GARY, INDIANA 46410 (herein "Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing, is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal.** Borrower shall pay when due the principal of the debt evidenced by the Note.
2. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
3. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.
4. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street SW, Washington, DC 20410 or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
5. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
6. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

7. 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

8. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the default on or before the date specified in the notice by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 7 of the Subordinate Note, the Secretary may invoke the non-judicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided by the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to Lender under this paragraph or applicable law.

9. Release. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to release this Security Instrument and shall surrender all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall release this Security Instrument. Borrower shall pay any recordation costs.

10. Waiver of Valuation and Appraisal. Borrower waives all right of valuation and appraisal.

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

Nancy Coleman
[Printed Name]



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

Karen J Coleman
Borrower
KAREN J COLEMAN

September 10, 2013
Borrower

Borrower

Borrower

Borrower

Borrower

Witness

Witness

Witness

Witness

This Document is the property of

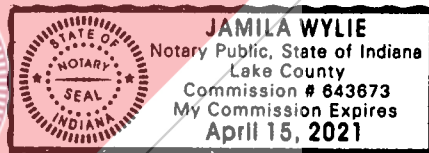
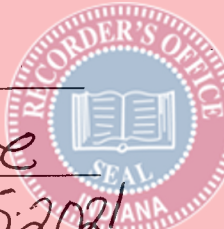
[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT
STATE OF INDIANA,
COUNTY SS:

On this 11 day of September, before me, the undersigned, a Notary Public in and for said County, personally appeared KAREN J COLEMAN, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

Jamila Wylie
Notary Public
Print Name Jamila Wylie



My commission expires on: 04-15-2021

Residing in Lake County

My commission expires

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



[Signed Name]



Date: **SEPTEMBER 5, 2013**
Loan Number: **2005745644**
Lender: **CITIMORTGAGE**

Borrower: **KAREN J COLEMAN**

Property Address: **423 W. 53RD AVE, GARY, INDIANA 46410**

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

	Document is <u>September 10, 2013</u>	Date
Borrower KAREN J COLEMAN	NOT OFFICIAL!	
Borrower	This Document is the property of the Lake County Recorder!	Date
Borrower	STOP	Date
Borrower		Date
Borrower		Date
Borrower		Date



Date: **SEPTEMBER 5, 2013**
Loan Number: **2005745644**
Lender: **CITIMORTGAGE**

Borrower: **KAREN J COLEMAN**

Property Address: **423 W. 53RD AVE, GARY, INDIANA 46410**

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

Karen J Coleman
KAREN J COLEMAN *September 10, 2013* _____ Date

Date

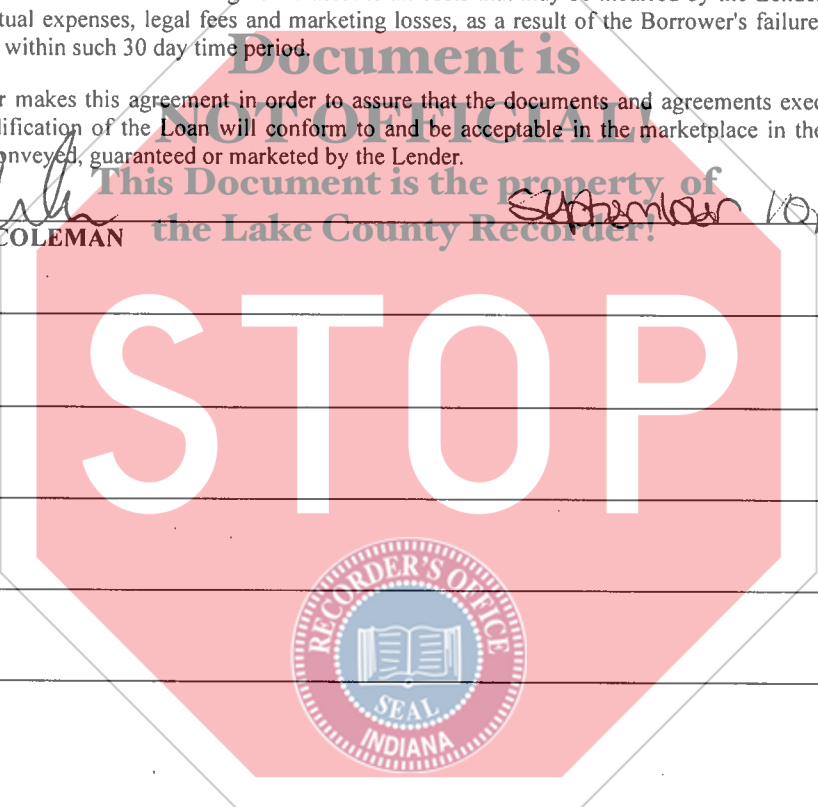
Date

Date

Date

Date

Date



Certificate of Preparation

Prepared by: Sheila Burger
CitiMortgage, Inc.
1000 Technology Dr (MS 0010)
O'Fallon, MO 63368-2240
1-866-272-4749

Acct# 2005745644

This is to certify that this INSTRUMENT was prepared by CITIMORGAGE Inc., one of the parties name in the instrument.

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Preparer Signatures
Sheila Burger
Document Control Officer

