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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 004116

2014 JAN 23 AM 9:22

MICHAEL B. BROWN  
RECORDER

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WHEN RECORDED MAIL TO:  
SPRINGLEAF FINANCIAL SERVICES, INC.  
PO BOX 969  
EVANSVILLE, IN 47706-0969

WHEN RECORDED SEND TO:  
TITLE FIRST AGENCY  
2944 FULLER AVE NE, STE 200  
GRAND RAPIDS, MI 49505



This instrument was prepared by ERIN VOLK PO BOX 969, EVANSVILLE, IN 47706

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**LOAN MODIFICATION AGREEMENT**

1562060

(For Modifying Non Recourse Closed End Interest Bearing Mortgage Loans)

Security Instrument Filing Data	
Instrument Dated	APRIL 27, 2005
Recorded on	SEPTEMBER 20, 2010
Office Recorded in	LAKE COUNTY
County	LAKE
Location	GARY, IN 46404
Book/Volume/Liber	
Page	
File	
Doc/Instrument Number	2010-054299
PARCEL #	45-08-07-208-025.000-004

This Loan Modification Agreement ("Agreement"), effective on 09/01/13 (the "Modification Effective Date") by and between FRANCINE L BROOKSHIRE

("Borrower") and SPRINGLEAF FINANCIAL SERVICES OF INDIANA, INC. FKA AMERICAN GENERAL FINANCIAL SERVICES, INC. Successor by merger ("Lender"), modifies, amends, and supplements (to the extent this Agreement is inconsistent with their terms): (1) the Mortgage, Deed of Trust, Deed to Secure Debt, or Security Deed ("Security Instrument"), as set forth herein above, and the Rider(s), if any, and (2) the Loan Agreement ("Note") to Lender, dated APRIL 27, 2005, 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:  
3610 W 11TH AVE GARY IN 46404

Co#	MLO# 938619
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UNGA11 (10-14-12) C.E. Non-Escrow I.B. Modification Agreement

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If this Agreement is to be recorded, the real property described is set forth as follows:  
 LOT NUMBERED 26 AND 27, BLOCK 7 IN GARY HOME AND IMPROVEMENT COMPANY'S FIRST  
 SUBDIVISION IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 7, PAGE  
 32A IN THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL # 45-08-07-208-025.000-004

This Agreement also supersedes and replaces any prior loan modification agreement(s) between Lender and Borrower as of the effective date of this Agreement.

Terms not defined in this Agreement are as defined in the Note and/or Security Agreement.

As of the Modification Effective Date, the amount of the principal balance payable under the Note and the Security Instrument (the "Unpaid Principal Balance") will be \$ 11761.52, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized, if permitted by law.

In consideration of the mutual promises and agreements contained herein, Borrower and Lender (together the "Parties") agree that beginning on the Modification Effective Date, and after both Parties have executed this Agreement, (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The interest rate on the Unpaid Principal Balance will begin to accrue as of the date of this Agreement at 2.00 %. \$ 0.00 of the Unpaid Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The Unpaid Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$ 11761.52. The unpaid and deferred interest that has not been capitalized (the "Deferred Interest") will be \$ 0.00. **Assuming no additional sums are advanced under the Note and assuming that all monthly payments are made in full and on time, my payment schedule, including my monthly payments and interest rate, based on the current principal balance, will be:**

Months	Interest Rate	Interest Rate Change Date	Monthly Payment	Payment Begins On
01 - 39	2.00	08/01/2013	316.00	09/01/2013

2. **Remaining Term:** If Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement on the maturity date ("Maturity Date"), those amounts will be immediately due and payable on the Maturity Date by the Borrower.  
 The new Maturity Date will be 11/27/16.
3. **Place of Payment.** Borrower must continue to make the monthly payments in the manner and at such place as Lender may require.



4. Application of Payments. All payments will be applied in the following order: (a) other charges provided in the Loan Documents or otherwise allowed by law; (b) late charges; (c) any past due credit insurance premiums billed on a monthly basis; (d) any past due loan payment(s); (e) currently due credit insurance premiums that are billed on a monthly basis; and (f) currently due loan payments. When applying payments to past and currently due loan payments, monies will be applied first to accrued interest, with the remainder, if any, being applied to unpaid Principal. Because interest on Borrower's loan is earned daily, early payments will decrease the amount Borrower owes, and late payments will increase that amount. The payment schedule assumes that Borrower will make each payment on the day it is due; therefore, Borrower's final payment will be adjusted as appropriate to reflect any variation in the actual dates Borrower's payments are received by the Lender. If any unpaid amounts remain due to Lender after Borrower's final scheduled payment due date, Borrower agrees to pay interest on these unpaid amounts, computed at the interest rate as provided in the Loan Document (or if a loan modification agreement is executed, at the interest rate(s) provided in the loan modification agreement), until paid in full, to the extent permitted by applicable law.

5. 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 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.

6. 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 of this Agreement:

(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, where applicable, 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.

7. 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)  If checked, I was discharged in a bankruptcy proceeding subsequent to the execution of the Note and Security Instrument. Based on this representation, notwithstanding anything to the contrary in the Agreement, Lender agrees that I will not have personal liability on the Note and Security Instrument pursuant to this Agreement.
- (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.

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.

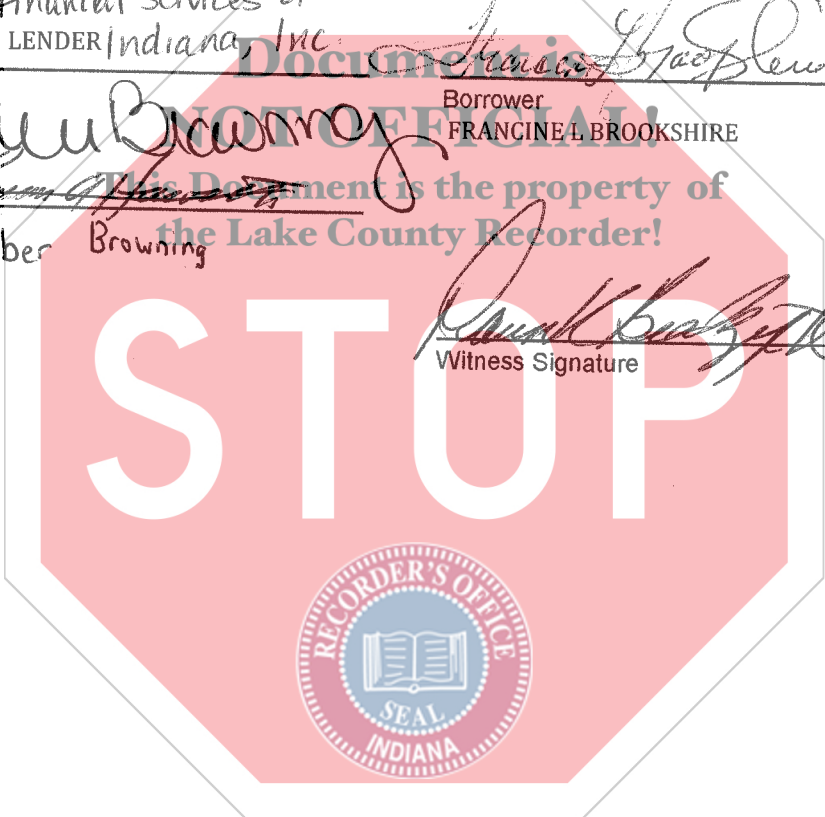
In Witness Whereof, Lender and Borrower have executed this Agreement.

Springleaf Financial Services of  
LENDER Indiana, Inc.

*Francine L Brookshire*  
Borrower  
FRANCINE L BROOKSHIRE

*Amber Browning*  
By: *Amber Browning*  
Amber Browning

*Paul [Signature]*  
Witness Signature



STATE OF INDIANA, COUNTY OF Lake ss:

Before me, Kelli L. Allen, a Notary Public in and for said County and State, hereby certify that Francine L Brookshire

whose name is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

WITNESS my hand and official seal in the county and state aforesaid this 29<sup>th</sup> day of July, 2013.

(SEAL)

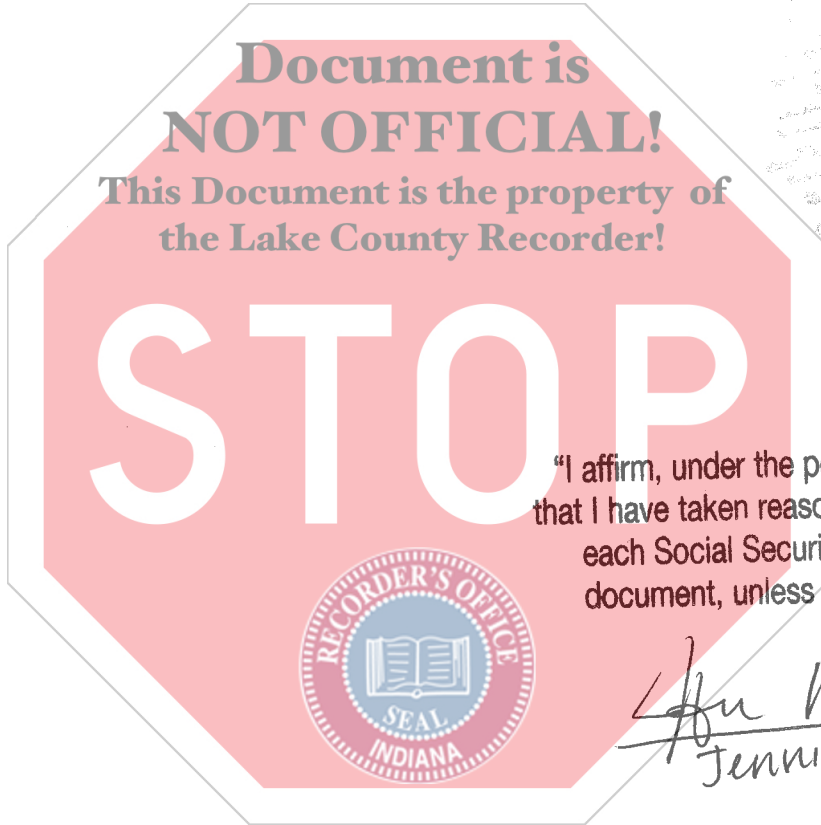
My Commission expires:

My Commission Expires February 19, 2014



Notary Public

Kelli L. Allen



"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."

Jennifer Ruis  
Jennifer Ruis

STATE OF INDIANA, COUNTY OF VANDEBURGH ss:

Before me, CHRISTY L. FUCHS, a Notary Public in and for said County and State, hereby certify that AMBER BROWNING, SPRINGLEAF FINANCIAL SERVICES, INC., MORTGAGE LOAN ORIGINATOR

whose name is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

WITNESS my hand and official seal in the county and state aforesaid this 14<sup>th</sup> day of January, 2014.

(SEAL)

My Commission expires:

AUGUST 20, 2021



**CHRISTY L. FUCHS**  
Resident of Vanderburgh County, IN  
Commission Expires: August 20, 2021  
Commission # 646824

**Document is NOT OFFICIAL**  
Notary Public  
CHRISTY L. FUCHS  
VANDERBURGH COUNTY, STATE OF INDIANA  
This Document is the property of the Lake County Recorder!

**STOP**

