

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 007360

2014 FEB -7 AM 8:59

MICHAEL D. BROWN
RECORDER

This Document Prepared By:
EARNEST DALE KNIGHT JR
U.S. BANK N.A.
OWENSBORO, KY 42301

~~Written recorded mail to:~~ #:8200676
First American Title 
Loss Mitigation Title Services 12106.1
P.O. Box 27670
Santa Ana, CA 92799
RE: HEGYI - PROPERTY REPORT

Tax/Parcel No. 451527126005000014

Original Principal Amount: \$72,290.00
Unpaid Principal Amount: \$62,573.90
New Principal Amount \$67,419.62
New Money (Cap): \$4,845.72

PHAVA Case No.: 729 151-5878662

MERS Mtn: 100021248001680857

MERS Phone #: (888) 679-6377

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 17TH day of JUNE, 2013, between **ADAM HEGYI AND AMANDA HEGYI, HUSBAND AND WIFE** ("Borrower"), whose address is **9120 WEST 133RD PLACE, CEDAR LAKE, INDIANA 46303** and **U.S. BANK N.A.** ("Lender"), whose address is **4801 FREDERICA ST, OWENSBORO, KY 42301** and given to Mortgage Electronic Registrations Systems, Inc. ("MERS") (solely as nominee for Lender, and Lender's successors and assigns), as beneficiary, MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026 and a street address of 1901 E Voorhees Street, Suite C, Danville, IL 61834, tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **OCTOBER 28, 1999** and recorded on **NOVEMBER 15, 1999** in **INSTRUMENT NO. 99093680, LAKE COUNTY, INDIANA**, and (2) the Note, in the original principal amount of U.S. \$72,290.00, bearing the same date as, and secured by, the Security Instrument, which has been assigned MERS Registration No. **100021248001680857** and MERS Registration Date **SEPTEMBER 29,**

Net
E \$2400
M-E
#1306078

2005, and which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at
9120 WEST 133RD PLACE, CEDAR LAKE, INDIANA 46303 the real property described is located in
LAKE COUNTY, INDIANA and being set forth as follows:

**LOT 5 IN MEYER'S FIRST ADDITION TO CEDAR LAKE, AS PER PLAT THEREOF, RECORDED
IN PLAT BOOK 2, PAGE 19, 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, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of, **JUNE 1, 2013** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$67,419.62**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$4,845.72** 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 **3.8750%**, from **JUNE 1, 2013**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$317.03**, beginning on the **1ST** day of **JULY, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JUNE 1, 2043** (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 Adam Hegyi / Amanda Hegyi
[Printed Name]

Earnest Dale Knight Jr



In Witness Whereof, the Lender have executed this Agreement.
U.S. BANK N.A.

By Shanan Owen (print name)
Mortgage Document Officer (title)

12/30/13
Date

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

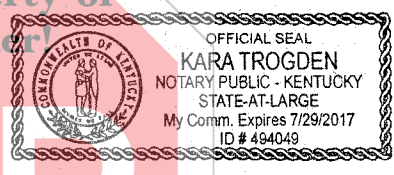
STATE OF KENTUCKY
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 30th of December 2013 by
SHANAN OWEN, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A.,
a NATIONAL BANKING ASSOC, on behalf of said national association.

Kara Trogden
Notary Public

Printed Name: Kara Trogden
My commission expires: 07/29/2017

THIS DOCUMENT WAS PREPARED BY:
EARNST DALE KNIGHT JR
U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 42301



Mortgage Electronic Registration Systems, Inc.

Mortgagee

[Handwritten Signature]

By Shanan Owen
Assistant Secretary

12/30/13
Date

[Space Below This Line for Acknowledgments]

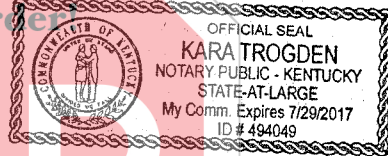
STATE OF KENTUCKY
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 30th of December 2013
by Shanan Owen, the Assistant Secretary of Mortgage Electronics Registrations Systems, Inc., a
Delaware Corp, on behalf of said entity.

[Handwritten Signature]
Notary Public

Printed Name: Kara Trogden

My commission expires: 07/29/2017



**THIS DOCUMENT WAS PREPARED BY:
EARNEST DALE KNIGHT JR
U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 42301**



In Witness Whereof, I have executed this Agreement.

Adam Hegyi (Seal)
Borrower

ADAM HEGYI
12-13-13

Date

Borrower (Seal)

Date

Borrower (Seal)

Date

Amanda Hegyi (Seal)
Borrower

AMANDA HEGYI
12-13-13

Date

Borrower (Seal)

Date

Borrower (Seal)

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT
STATE OF INDIANA,
COUNTY SS: Lake

On this 13th day of December, 2013, before me, the undersigned, a Notary Public in and for said County, personally appeared ADAM HEGYI, AMANDA HEGYI, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

Amy L. Slivka
Notary Public

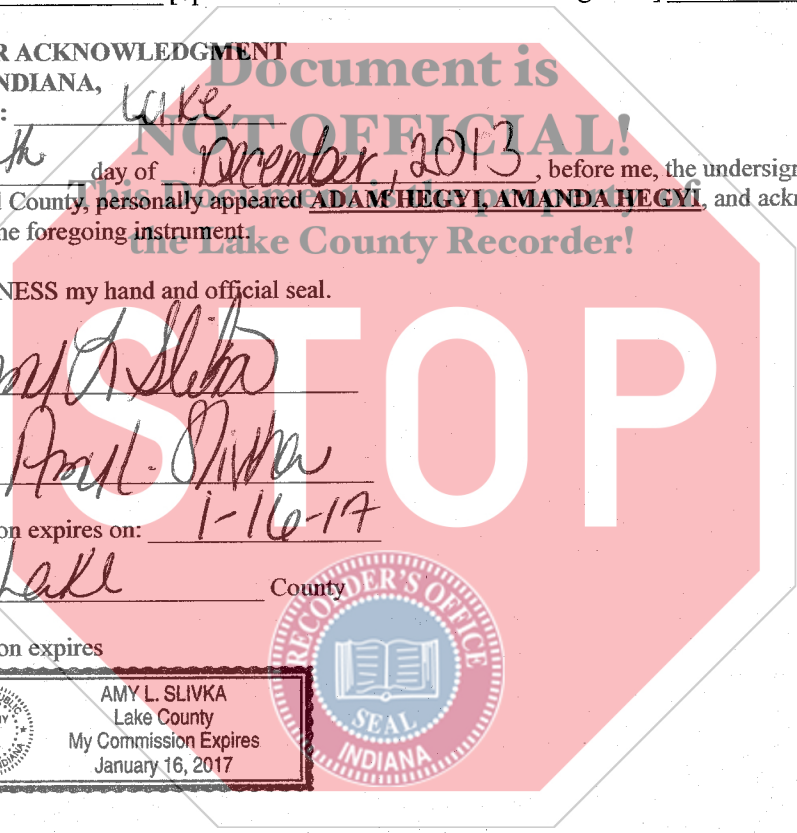
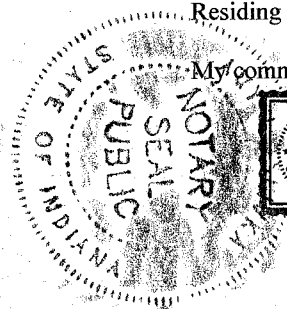
Print Name: Amy L. Slivka

My commission expires on: 1-16-17

Residing in Lake County

My commission expires

AMY L. SLIVKA
Lake County
My Commission Expires
January 16, 2017



**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by **ADAM HEGYI AND AMANDA HEGYI, HUSBAND AND WIFE** to **DMR FINANCIAL SERVICES, INC., A MICHIGAN CORPORATION** for **\$72,290.00** and interest, dated **OCTOBER 28, 1999** and recorded on **NOVEMBER 15, 1999** in **INSTRUMENT NO. 99093680**. Mortgage tax paid:

This mortgage was assigned from **DMR FINANCIAL SERVICES, INC., A MICHIGAN CORPORATION** (assignor), to **MVB MORTGAGE CORPORATION, A CORPORATION IN THE STATE OF MICHIGAN, ITS SUCCESSORS AND ASSIGNS** (assignee), by assignment of mortgage dated and recorded on **JULY 6, 2000** in **INSTRUMENT NO. 2000-048201**.

This mortgage was assigned from **MVB MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS** (assignor), to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ITS SUCCESSORS AND ASSIGNS** (assignee), by assignment of mortgage dated and recorded on **SEPTEMBER 13, 2005** in **INSTRUMENT NO. 2005-079361**.

HEGYI
48158441

FIRST AMERICAN ELS
MODIFICATION AGREEMENT

IN

WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING

Document
NOT OFFICIAL

