

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 007361

2014 FEB -7 AM 8:59

MICHAEL B. BROWN  
RECORDER

This Document Prepared By:  
**SARAH HILLARD**  
**U.S. BANK, N.A. S/B/M THE LEADER MORTGAGE**  
**COMPANY**  
**4801 FREDERICA ST**  
**OWENSBORO, KY 42301**

~~When recorded mail to: #8102997~~  
First American Title  
Loss Mitigation Title Services 12070.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: MAYER - PROPERTY REPORT

Tax/Parcel No. 450704332018000023

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Original Principal Amount: \$68,411.00  
Unpaid Principal Amount: \$55,546.73  
New Principal Amount \$55,546.73  
New Money (Cap): \$0.00

FHA/VA Case No.: 703 151-6755253

Loan No: 9900441083

### LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 26TH day of SEPTEMBER, 2013, between **TIFFANY I MAYER F/K/A TIFFANY I. ASBELL AN UNMARRIED WOMAN** ("Borrower") whose address is **2631 KENWOOD ST, HAMMOND, INDIANA 46323** and **U.S. BANK, N.A. S/B/M THE LEADER MORTGAGE COMPANY** ("Lender"), whose address is **4801 FREDERICA ST, OWENSBORO, KY 42301**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **MAY 30, 2002** and recorded on **JUNE 6, 2002** in **INSTRUMENT NO: 2002 051786** AND RE-RECORDED ON **OCTOBER 20, 2003** IN **INSTRUMENT NO. 2003 112914**, of the OFFICIAL Records of **LAKE COUNTY, INDIANA**, and (2) the Note 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

**2631 KENWOOD ST, HAMMOND, INDIANA 46323**  
(Property Address)

the real property described being set forth as follows:

FHA/VA HUD-HAMP Loan Modification Agreement 09242013\_111  
First American Mortgage Services

Page 1

WD12106.1 9900441083

Ret #22.00  
M-E  
#1305974

**LOT 26 IN BLOCK 3 IN FRANK HAMMOND'S ADDITION TO HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 17 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, **OCTOBER 1, 2013**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$55,546.73**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 **OCTOBER 1, 2013**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **261.20**, beginning on the **1ST** day of **NOVEMBER, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.8750%** will remain in effect until principal and interest are paid in full. If on **OCTOBER 1, 2043** (the "Maturity Date"), 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 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.

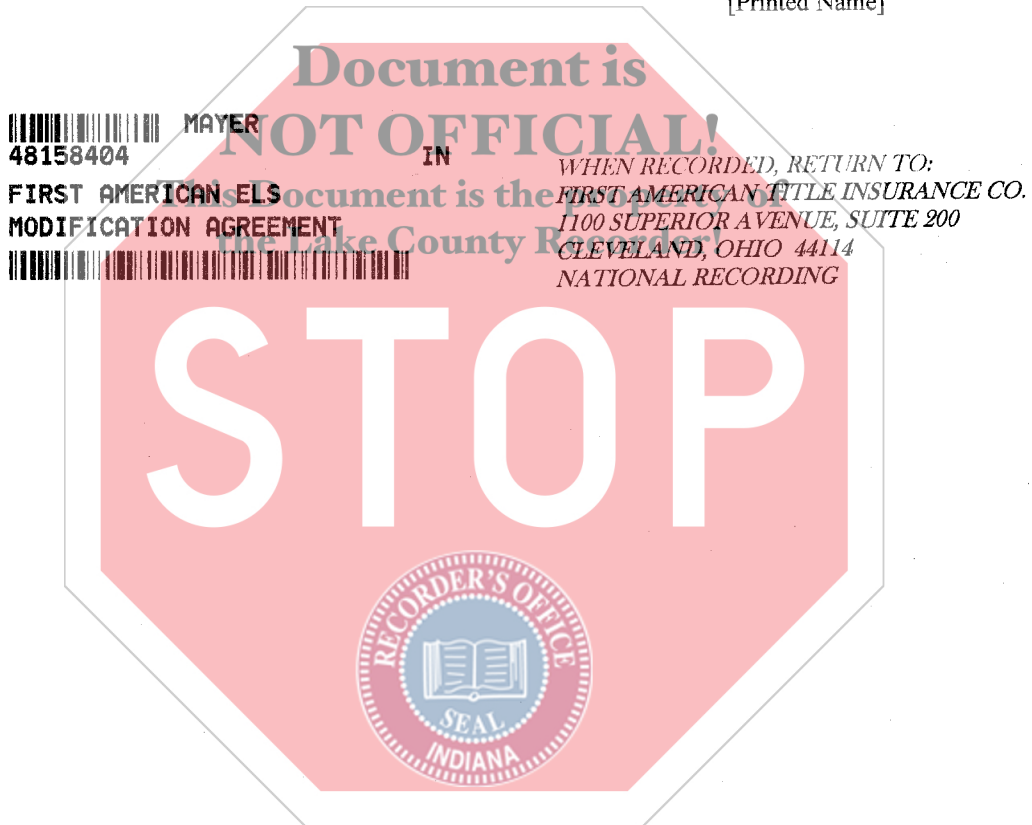
4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
  - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards 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.

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 SARAH HILLARD.

[Printed Name]



In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK, N.A. S/B/M THE LEADER MORTGAGE COMPANY

*[Handwritten Signature]*

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

12/11/13 Date

[Space Below This Line for Acknowledgments]

**LENDER ACKNOWLEDGMENT**

**STATE OF KENTUCKY**

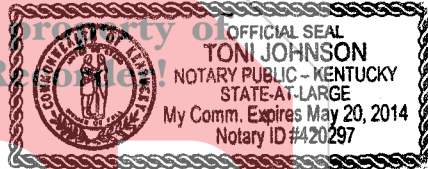
**COUNTY OF DAVIESS**

The foregoing instrument was acknowledged before me this 12/11/13 by **SHANAN OWEN**, the **MORTGAGE DOCUMENT OFFICER** of **U.S. BANK, N.A. S/B/M THE LEADER MORTGAGE COMPANY**, a national banking assoc, on behalf of said national association.

**Document is NOT OFFICIAL!**

This Document is the property of the Lake County Recorder's Office!

*[Handwritten Signature]*  
Notary Public



Printed Name: Toni Johnson  
My commission expires: May 20, 2014

**THIS DOCUMENT WAS PREPARED BY:**  
**SARAH HILLARD**  
**U.S. BANK N.A.**  
**4801 FREDERICA ST**  
**OWENSBORO, KY 42301**



In Witness Whereof, I have executed this Agreement.

Rosemary L. Gabrys f/k/a Tiffany L. Asbell  
Borrower

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

TIFFANY I MAYER F/K/A TIFFANY L ASBELL

Date 10/15/13

\_\_\_\_\_  
Date

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

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

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Borrower (Seal)

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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 15<sup>th</sup> day of October 2013, before me, the undersigned, a Notary Public in and for said County, personally appeared TIFFANY I MAYER F/K/A TIFFANY L ASBELL, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

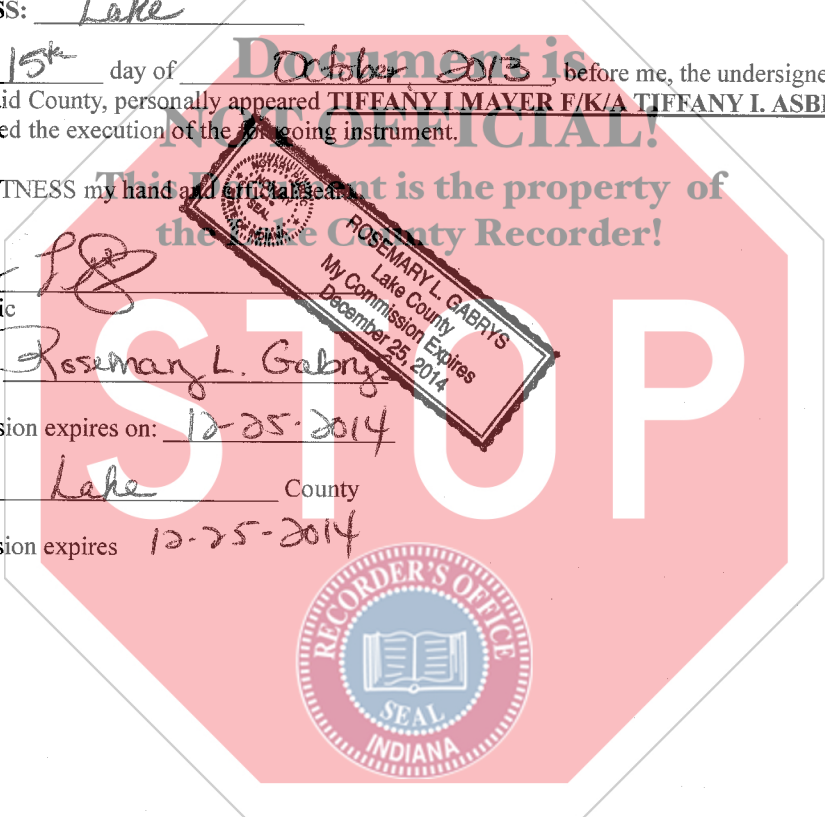
Rosemary L. Gabrys  
Notary Public

Print Name: Rosemary L. Gabrys

My commission expires on: 12-25-2014

Residing in Lake County

My commission expires 12-25-2014



**EXHIBIT B  
MORTGAGE SCHEDULE**

Mortgage made by **TIFFANY I MAYER F/K/A TIFFANY I. ASBELL AN UNMARRIED WOMAN** to **COUNTRYWIDE HOME LOANS, INC.** for **\$68,411.00** and interest, dated **MAY 30, 2002** and recorded on **JUNE 6, 2002** in **INSTRUMENT NO. 2002 051786** AND RE-RECORDED ON **OCTOBER 20, 2003** IN **INSTRUMENT NO. 2003 112914**. Mortgage tax paid:

This mortgage was assigned from **COUNTRYWIDE HOME LOANS, INC.** (assignor), to **THE LEADER MORTGAGE COMPANY** (assignee), by assignment of mortgage dated and recorded on **JULY 17, 2003** in **INSTRUMENT NO. 2003 072770**.

