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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 007384

2014 FEB -7 AM 9:05

MICHAEL B. BROWN
RECORDER

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When recorded mail to: #8706409
First American Title
Loss Mitigation Title Services 30585.1
P.O. Box 27670
Santa Ana, CA 92799
RE: DWYER - PROPERTY REPORT

This document was prepared by Seterus, Inc.

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L786E

Loan Number: 19285394
Investor Loan #: 1705307422

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

Document is NOT OFFICIAL!

This Loan Modification Agreement ("Agreement"), made this 9th day of December, 2013, between MARK T DWYER and JULIE M DWYER ("Borrower") and Seterus, Inc. ("Servicer"), Loan Servicer for the Lender, and Mortgage Electronic Registration Systems, Inc. ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated October 22, 2007 and recorded in Book or Liber N/A, at page(s) N/A, Instrument Number 2007084916, of the LAKE Records of Lake 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

1122 TULIP LN, MUNSTER, IN 46321

the real property described being set forth as follows:

Property Legal Description - See Attached Exhibit A

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 December 09, 2013, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$291,312.26, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

36. -
OK. 16149825
DN
3.00 over
1-10-14

DWYER 19285394

Contract Code DDM

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae UNIFORM INSTRUMENT

Form 3179 1/01 (rev. 01/09) (page 1 of 3)



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 4.000%, from December 01, 2013. Borrower promises to make monthly payments of principal and interest of U.S. \$1,217.51, beginning on the 1st day of January, 2014, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.000% will remain in effect until principal and interest are paid in full. If on December 01, 2053 (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.

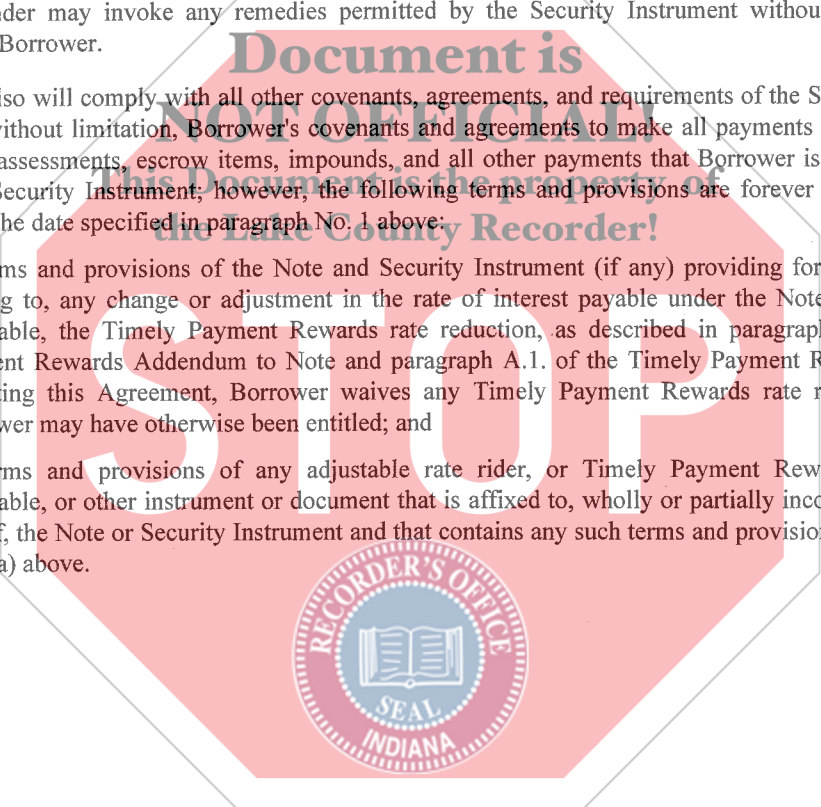
Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On	Number of Monthly Payments
1-40	4.000	12/01/2013	1,217.51	01/01/2014	480

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.



DWYER 19285394

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae UNIFORM INSTRUMENT

Form 3179 1/01 (rev. 01/09) (page 2 of 3)



5. Borrower understands and agrees that:

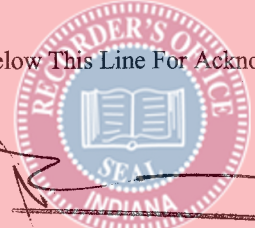
- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, 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) 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.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) 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.

Regina Noxon (Seal) _____ (Seal)
-Servicer Borrower
Regina Noxon **MARK DWYER**

By: _____ (Seal)
Julie M. Dwyer
Co-Borrower
JULIE M DWYER

Seterus, Inc.
DEC 24 2013
Authorized Signer

[Space Below This Line For Acknowledgments]



Bethany Boerste
Mortgage Electronic
Registration Systems, Inc.
Bethany Boerste
lne

Assistant Secretary
DEC 24 2013



ACKNOWLEDGEMENT

State of Indiana

County of Lake

On, 12-16-13 before me, Shannon Stiener, personally appeared

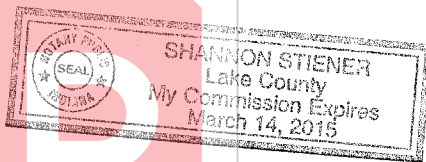
Julie M. Dwyer, Mark T. Dwyer

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

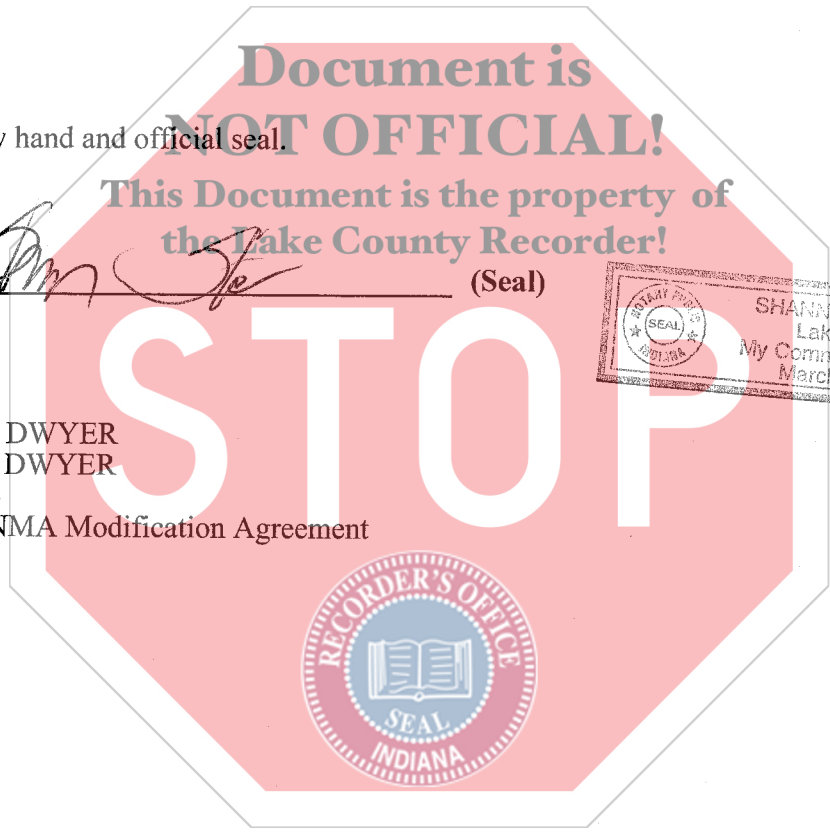
WITNESS my hand and official seal.

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

Signature [Handwritten Signature] (Seal)



RE: MARK T DWYER
JULIE M DWYER
19285394
L786 - FNMA Modification Agreement




State of Oregon

County of Washington

On 12/24/13, before me, **Christine M. Peterson**, personally appeared, **Regina Noxon , Authorized Signer of Seterus, Inc. and Bethany Boerste, Assistant Secretary for Mortgage Electronic Registration Systems, Inc.**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Christine M. Peterson, Notary Public
State of Oregon



My commission expires on: October 1, 2016

Commission No. 471953



EXHIBIT A

Lot 45 in Fairmeadow 22 Addition, Block One, to the Town of Munster, as per plat thereof, recorded in Plat Book 43, page 108, in the Office of the Recorder of Lake County, Indiana.

Also Known As: 1122 TULIP LN, MUNSTER, IN 46321

19285394 MARK T DWYER and JULIE M DWYER



F037A

EXHIBIT "B"

ESCROW AGREEMENT



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ESCROW AGREEMENT

This Escrow Agreement ("Agreement"), made on December 09, 2013 between MARK T DWYER and JULIE M DWYER ("Borrower") and Seterus, Inc. is entered into in connection with Borrower's promissory note dated October 22, 2007 ("Note"), and the Loan Modification Agreement dated December 09, 2013 between the parties ("Modification Agreement"), which is secured by the following real property ("Property").

1122 TULIP LN
MUNSTER, IN 46321

For valuable consideration, the parties agree as follows:

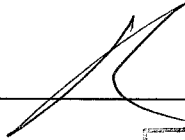
1. In addition to the regularly scheduled payments that Borrower is required to pay under the Modification Agreement, Borrower agrees to pay Seterus, Inc. an escrow payment in the amount of \$758.27 for deposit into an escrow account for necessary payments to be made by Seterus, Inc., including but not limited to, payments for property taxes and insurance. As permitted by the Real Estate Settlement Procedures Act and other applicable law, Seterus, Inc. may adjust the amount of the Escrow Payment. After notice of such adjustment, Borrower shall pay the adjusted Escrow Payment.
2. Each Escrow Payment shall be due on the same day(s) of the month as the regularly scheduled payments due under the Modification, commencing January 01, 2014.
3. In the event Escrow Payments are not made and Seterus, Inc. advances its own funds to make payments that should have been paid from Borrower's escrow account, such amounts will be added to Borrower's loan obligation under the Note.
4. Any failure to make an Escrow Payment when due shall be deemed to be a default under the Note and Modification Agreement and upon Borrower's failure to pay the Escrow Payment, Seterus, Inc. may exercise its rights under the Note and Modification Agreement.



5. Unless an agreement is made in writing or applicable law requires interest to be paid on the escrow account payments held by Seterus, Inc., Seterus, Inc. shall not be required to pay any interest or earnings on the payments held.

Seterus, Inc.

By: _____




Regina Noxon

Seterus, Inc.

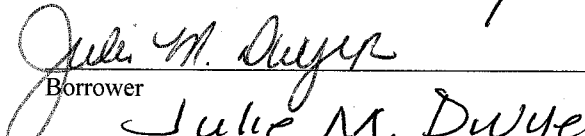
DEC 24 2013

Authorized Signer

Borrower


Mark T. Dwyer

Borrower


Julie M. Dwyer

[Space Below This Line for Acknowledgments]



ACKNOWLEDGEMENT

State of Indiana

County of Lake

On, 12-16-13 before me, Shannon Stiner, personally appeared

Julie M. Dwyer, Mark T. Dwyer

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Document is
NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!

Signature [Signature] (Seal)

RE: MARK T DWYER
JULIE M DWYER
19285394
L789 - Escrow Agreement

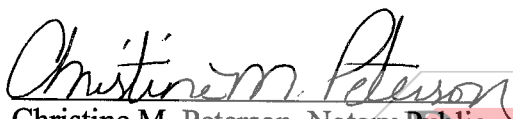


State of Oregon

County of Washington

On 12/24/13, before me, **Christine M. Peterson**, personally appeared **Regina Noxon, Authorized Signer of Seterus, Inc.**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Christine M. Peterson, Notary Public
State of Oregon



My commission expires on: October 1, 2016

Commission No. 471953



PREPARED BY :

SETERUS, INC.

14523 SW MILLIKAN WAY., STE. 200

BEAVERTON, OREGON 97005

**This Document is the property of
the Lake County Recorder!**



Prepared by :

Seterus, Inc.

14523 SW Millikan Way, Ste. 200

Beaverton, Oregon 97005

Loan Number : 19285394

ORIGINAL LOAN AMOUNT AND ADDED INDEBTEDNESS

Original Loan Amount: \$296,400.00

Unpaid Principal Balance prior to loan modification: \$282,328.90

Modified Loan Amount: \$291,312.96

