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2014 014724

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 MAR 13 AM 8:52

MICHAEL B. BROWN
RECORDER

This Document Prepared By:
TANGY MICHELLE ESSEX-KING
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715
(800) 416-1472

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

~~When recorded mail to: #8470095~~
First American Title
Loss Mitigation Title Services 1079.12
P.O. Box 27670
Santa Ana, CA 92799
RE: KOSIARA - PR DOCS

KOSIARA
48250171

IN

FIRST AMERICAN ELS
MODIFICATION AGREEMENT

Tax/Parcel No. 45-15-23-282-011-000-043

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Original Principal Amount: \$216,611.00

FHA/VA Loan No. [REDACTED]

Unpaid Principal Amount: \$216,010.68

Loan No: (scan barcode)

New Principal Amount \$212,218.30

New Money (Cap): \$0.00

LOAN MODIFICATION AGREEMENT (MORTGAGE)

(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this 17TH day of **DECEMBER, 2013**, between **JACOB M KOSIARA AND LAURA K KOSIARA, HUSBAND AND WIFE** ("Borrower"), whose address is **6421 W 128TH LANE, CEDAR LAKE, INDIANA 46303** and **WELLS FARGO BANK, N.A.** ("Lender"), whose address is **3476 STATEVIEW BLVD, MAC# X7801-03K, FORT MILL, SC 29715** amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **DECEMBER 21, 2006** and recorded on **JANUARY 2, 2007** in **INSTRUMENT NO. 2007 000030, LAKE COUNTY, INDIANA**, and (2) the Note, in the original principal amount of U.S. **\$216,611.00**, 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

708 [Barcode]

22
1-ref# CK# 1316153
E Q

6421 W 128TH LANE , CEDAR LAKE, INDIANA 46303

the real property described is located in LAKE COUNTY, INDIANA and being set forth as follows:

LOT 29, KRYSTAL OAKS ESTATES, AN ADDITION TO THE TOWN OF CEDAR LAKE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 97, PAGE 14, IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA. SUBJECT TO EASEMENTS, IF ANY, FOR ESTABLISHED DITCHES AND/OR DRAINS.

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. Borrower agrees that certain amounts owed will not be capitalized, waived, or addressed as part of this Agreement, and will remain owed until paid. These amounts owed are referenced in the Cover Letter to this Agreement, which is incorporated herein, and are to be paid with the return of this executed Agreement. If these amounts owed are not paid with the return of this executed Agreement, then Lender may deem this Agreement void.
2. As of, **FEBRUARY 1, 2014** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$212,218.30**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$0.00** 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. **This Unpaid Principal Balance has been reduced by the contemporaneous HUD Partial Claim amount of \$3,792.38. This agreement is conditioned on the proper execution and recording of this HUD Partial Claim.**
3. 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 **4.7500%**, from **FEBRUARY 1, 2014**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,107.03**, beginning on the **1ST** day of **MARCH, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **FEBRUARY 1, 2014** (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.
4. 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.
5. The 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.
6. 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



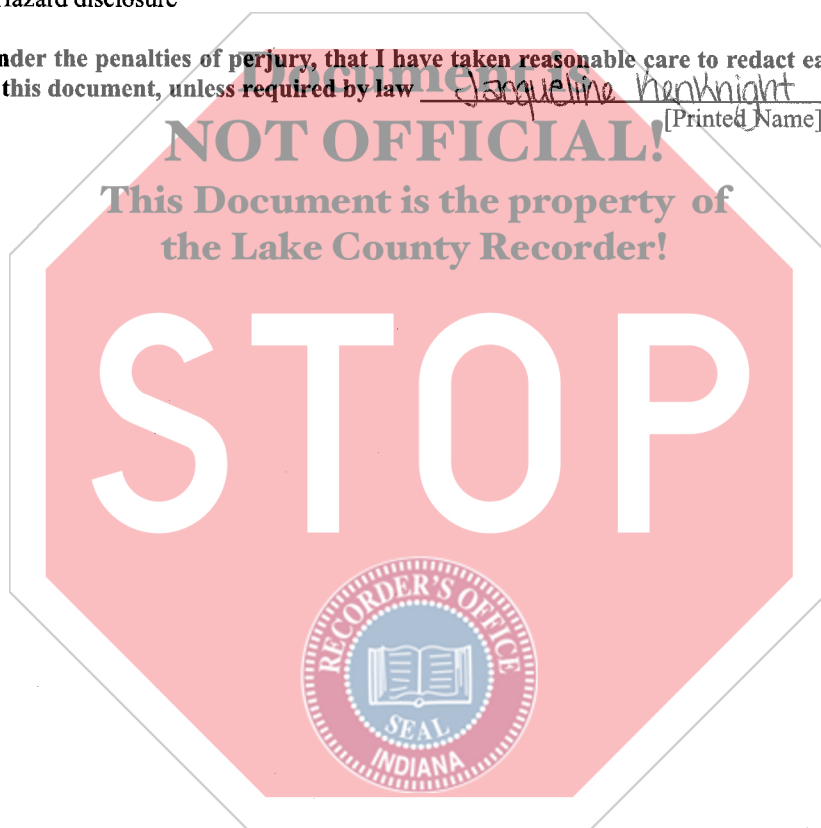
taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:

- (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.

- 7. 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.
- 8. 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.
- 9. If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure

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 _____.

Jacqueline Henknight
[Printed Name]



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

Etienne Kouakou Guy Zewou
Vice President Loan Documentation

By [Signature] 1/16/14
(print name) Date
(title)

[Space Below This Line for Acknowledgments]

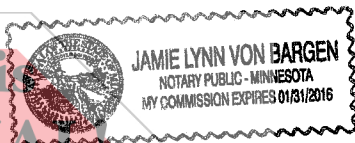
LENDER ACKNOWLEDGMENT

STATE OF Minnesota

COUNTY OF Dakota

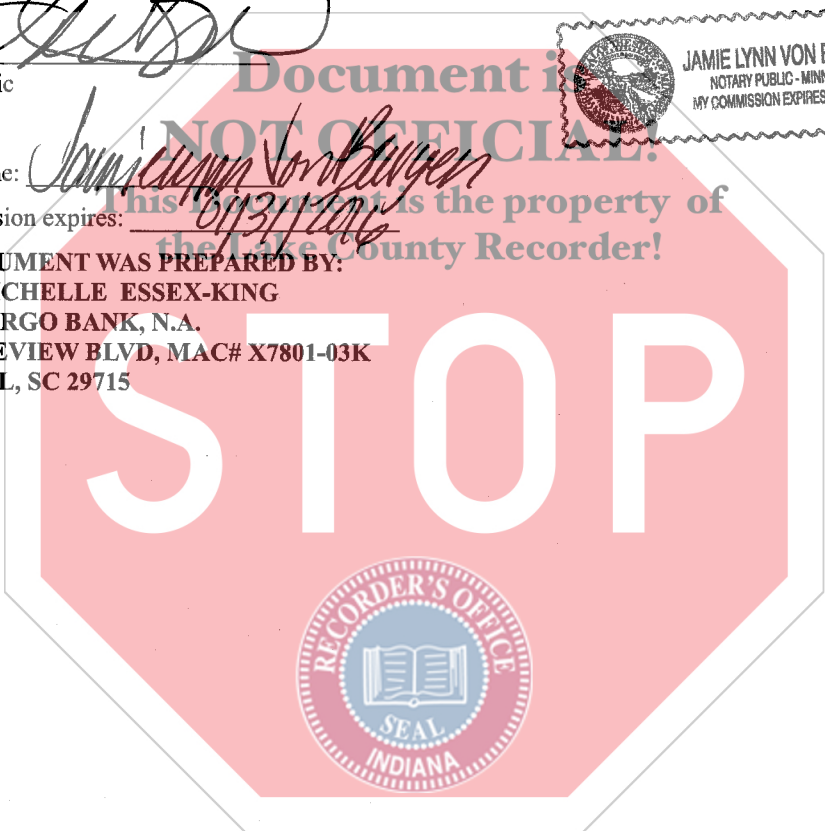
The instrument was acknowledged before me this 01/16/2014 by Etienne Kouakou Guy Zewou the Vice President Loan Documentation of WELLS FARGO BANK, N.A., a Vice President Loan Documentation, on behalf of said corporation.

[Signature]
Notary Public



Printed Name: Jamie Lynn Von Barga
My commission expires: 01/31/2016

THIS DOCUMENT WAS PREPARED BY:
TANGY MICHELLE ESSEX-KING
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715



In Witness Whereof, I have executed this Agreement.

Jacob M Kosiara
Borrower: JACOB M KOSIARA

12/27/13
Date

Laura K Kosiara
Borrower: LAURA K KOSIARA

12/27/13
Date

Borrower:

Date

Borrower:

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF INDIANA,
COUNTY SS: LAKE

Before me, the undersigned, a Notary Public, in and for said County and State,
this 27th day of December, 2013, personally appeared JACOB M KOSIARA, LAURA K KOSIARA, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument

WITNESS my hand and official seal.

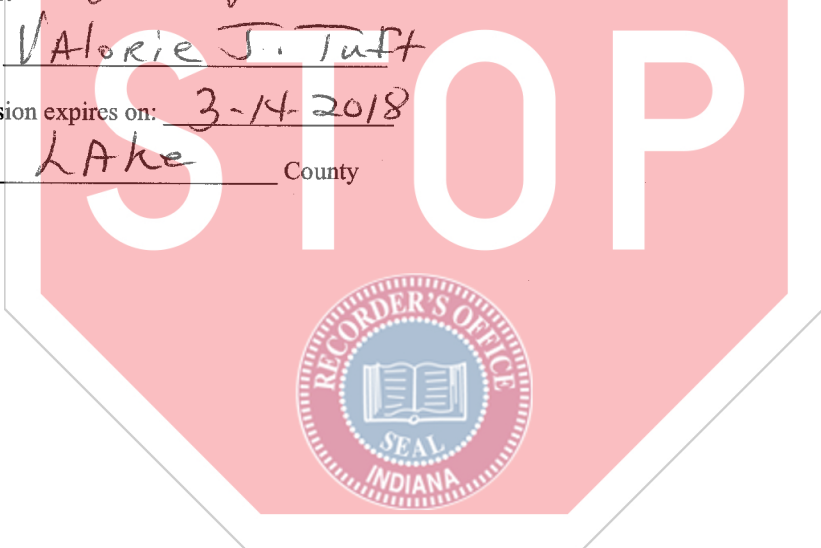
Valorie J Tuft
Notary Public



Print Name: Valorie J. Tuft

My commission expires on: 3-14-2018

Residing in LAKE County



Date: **DECEMBER 17, 2013**

Loan Number: (scan barcode)

Lender: **WELLS FARGO BANK, N.A.**

Borrower: **JACOB M KOSIARA, LAURA K KOSIARA**

Property Address: **6421 W 128TH LANE , CEDAR LAKE, INDIANA 46303**

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.

J. Kosiara _____ **Document is** 12/27/13 _____ Date
 Borrower **JACOB M KOSIARA** **NOT OFFICIAL!**

Laura K. Kosiara _____ **This Document is the property of** 12/27/13 _____ Date
 Borrower **LAURA K KOSIARA** **the Lake County Recorder!**

 Borrower _____ Date

 Borrower _____ Date

 Borrower _____ Date

 Borrower _____ Date

