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When recorded mail to: #:8368376

First American Title

Loss Mitigation Title Services 449.6

P.O. Box 27670

Santa Ana, CA 92799

RE: HOWARD-SILLS - PROPERTY REP

2014 024445

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 MAY -1 AM 9:16

MICHAEL B. BROWN
RECORDER

Prepared by: Michael L. Riddle
Middleberg, Riddle & Gianna
717 N. Harwood, Suite 2400
Dallas, TX 75201

Recording Requested By and Return To:
FLAGSTAR SERVICING
MODIFICATION
9990 RICHMOND AVE, STE 400 S
HOUSTON, TX 77042

(Space Above This Line For Recording Data)

Loan No. 502039771

Data ID: 141

Borrower: QIANA D. HOWARD-SILLS

Original Recorded Date: May 29, 2008

Original Principal Amount: \$105,052.00

FHA HOME AFFORDABLE MODIFICATION AGREEMENT

(Step Two of Two-Step Documentation Process)

Borrower ("I")¹: QIANA D. HOWARD-SILLS, whose address is 803 W 62ND AVE, MERRILLVILLE, INDIANA 46410

Lender ("Lender"): FLAGSTAR BANK, 9990 RICHMOND AVE., SUITE 400 SOUTH, HOUSTON, TX 77042

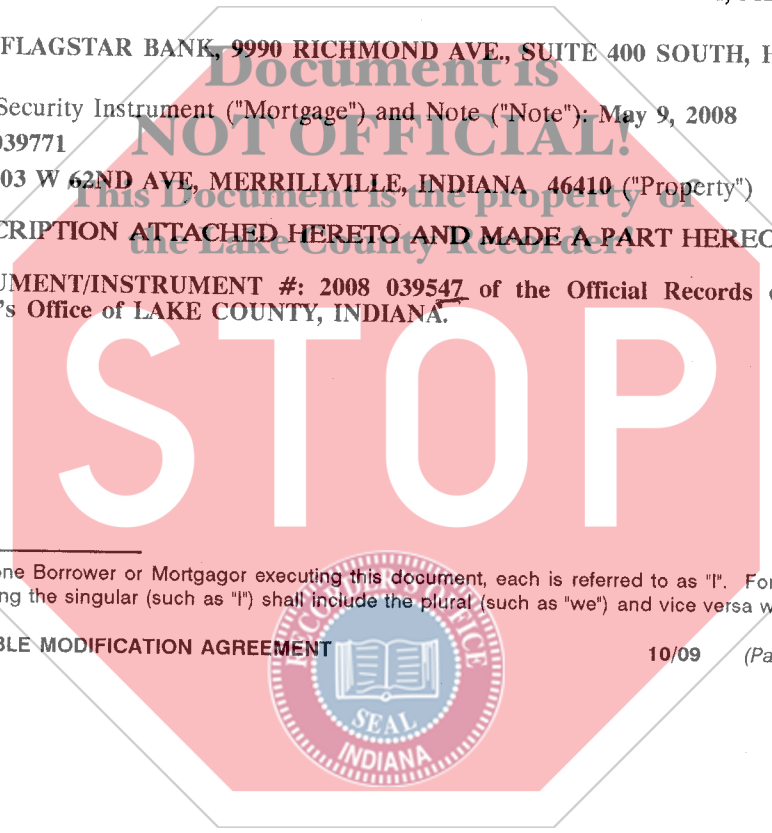
Date of First Lien Security Instrument ("Mortgage") and Note ("Note"): May 9, 2008

Loan Number: 502039771

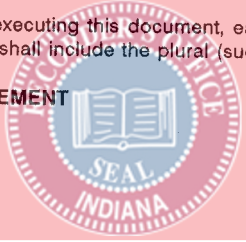
Property Address: 803 W 62ND AVE, MERRILLVILLE, INDIANA 46410 ("Property")

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Recorded in DOCUMENT/INSTRUMENT #: 2008 039547 of the Official Records of the County Recorder's or Clerk's Office of LAKE COUNTY, INDIANA.



¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.



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CK-10722607
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If my representations in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the First Lien Mortgage on the Property, and (2) the Note secured by the First Lien Mortgage. The First Lien Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Except for the Subordinate Note and Security Instrument, capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents; I previously entered into the Trial Period Plan and the Loan Workout Plan with Lender.

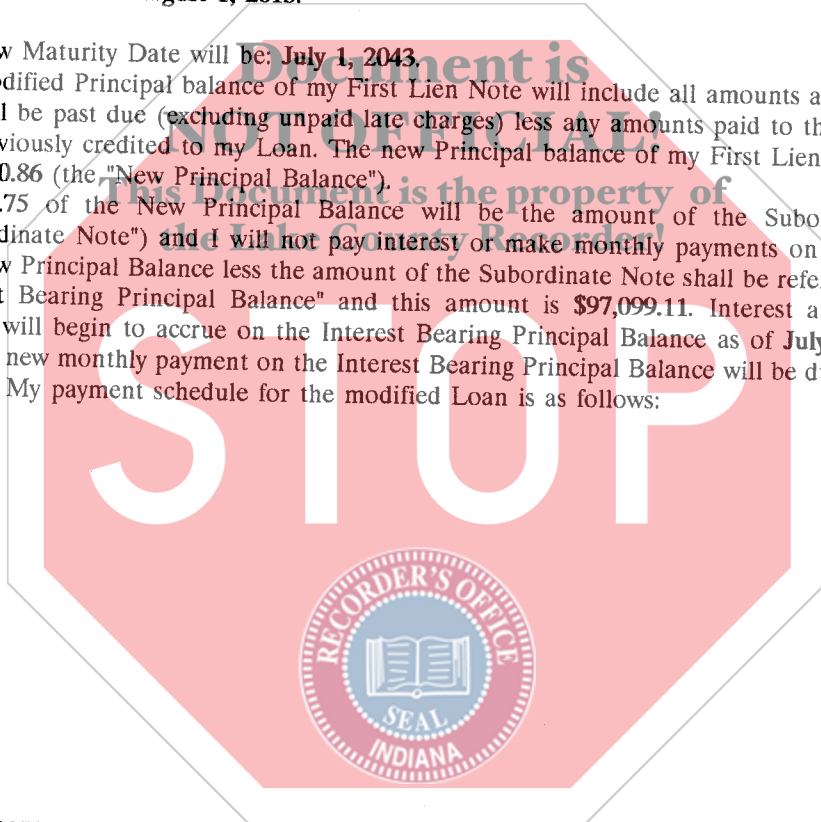
I understand that after I sign and return the Subordinate Note and Security Instrument and two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations.** I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I have provided documentation for **all** income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the FHA Home Affordable Modification program ("Program"));
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and
- G. I have timely made or will make all payments required under a Trial Period Plan or Loan Workout Plan.



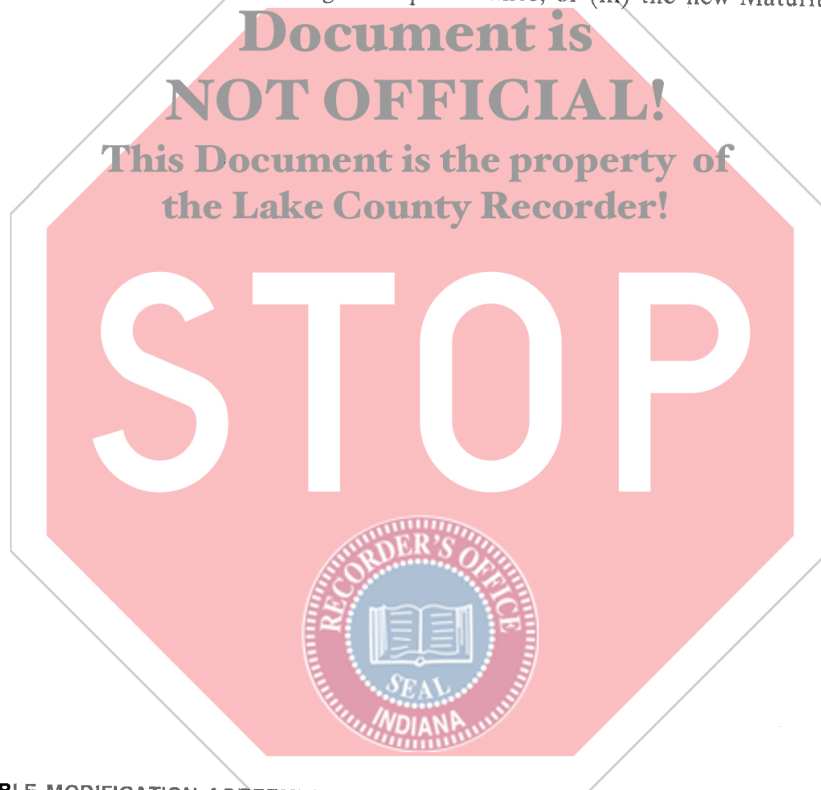
2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:
- A. TIME IS OF THE ESSENCE under this Agreement;
 - B. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate and the Subordinate Note and Security Instrument will not be in effect. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
 - C. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.
3. **The Modification.** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on **July 1, 2013** (the "Modification Effective Date") and all unpaid late charges that remain unpaid are waived. The Loan Documents will be modified and the first modified payment will be due on **August 1, 2013**.
- A. The new Maturity Date will be: **July 1, 2043**.
 - B. The modified Principal balance of my First Lien Note will include all amounts and arrearages that will be past due (excluding unpaid late charges) less any amounts paid to the Lender but not previously credited to my Loan. The new Principal balance of my First Lien Note will be **\$111,930.86** (the "New Principal Balance").
 - C. **\$14,831.75** of the New Principal Balance will be the amount of the Subordinate Note ("Subordinate Note") and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the amount of the Subordinate Note shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$97,099.11**. Interest at the rate of **4.000%** will begin to accrue on the Interest Bearing Principal Balance as of **July 1, 2013** and the first new monthly payment on the Interest Bearing Principal Balance will be due on **August 1, 2013**. My payment schedule for the modified Loan is as follows:



Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
30	4.000	07/01/13	\$463.57	\$275.55, adjusts annually after year 1	\$739.12, adjusts annually after year 1	08/01/13	360

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.
- F. I agree to pay in full the Subordinate Note and any other amounts still owed under the Loan Documents by the earliest of : (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.



4. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, the Subordinate Note and the Security Instrument, unless a borrower or co-borrower is deceased or the Lender has waived this requirement in writing.
- B. That this Agreement, the Note and Security Instrument shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, the Note and the Security Instrument, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. That I have been advised of the amount needed to fully fund my Escrow Account.
- E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed. The Loan Documents constitute a first lien on the Property and are in no way prejudiced by this Agreement.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, the Subordinate Note and the Security Instrument, remain in full force and effect; nothing in this Agreement or the Subordinate Note or the Security Instrument shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Subordinate Note and the Security Instrument, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. This Agreement may not, under any circumstances, be assigned to, or assumed by, a buyer of the Property.
- H. I have no right of set-off or counterclaim, or any defense to the obligations of the Note or Mortgage.



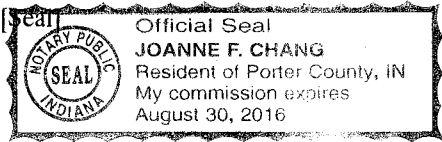
In Witness Whereof, the Lender and I have executed this Agreement.

Date: 11/8/13

Qiana D. Howard-Sills (Seal)
QIANA D. HOWARD-SILLS —Borrower

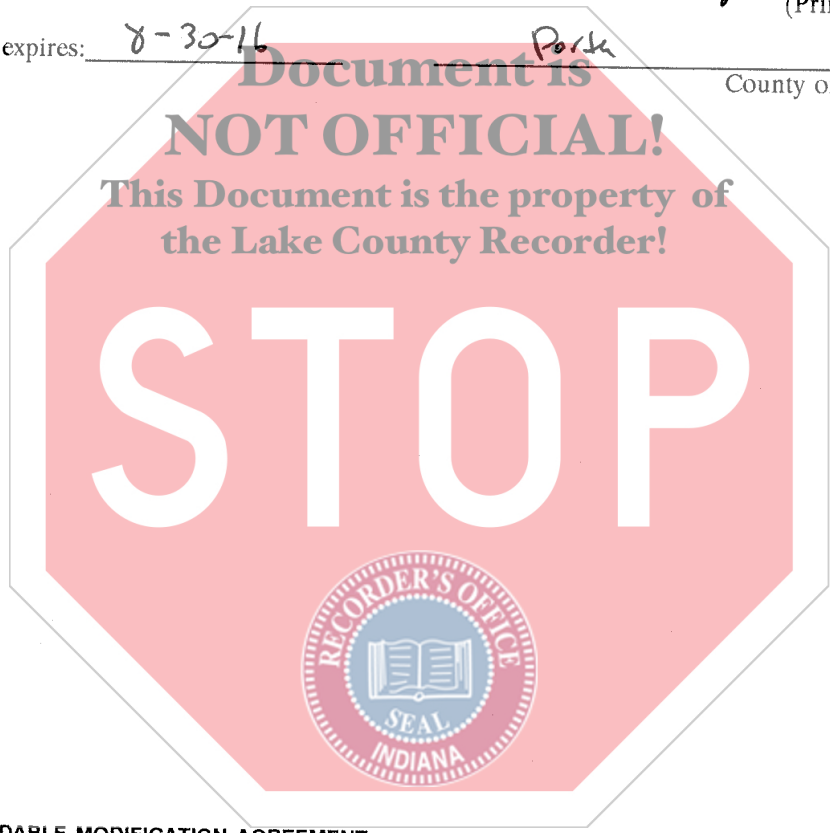
- Individual Acknowledgment -

STATE OF INDIANA §
COUNTY OF LAKE §
Before me, Joanne F. Chang, a Notary Public, this 8th day of November,
2013
QIANA D. HOWARD-SILLS
acknowledged the execution of the annexed instrument.



Joanne F. Chang Notary Public
Joanne F. Chang (Printed Name)

My commission expires: 8-30-16 Porter County of Residence

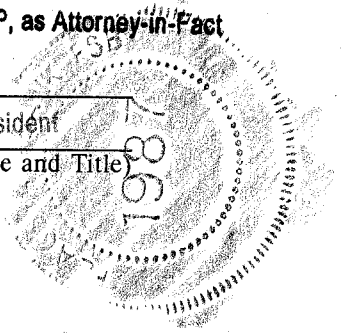


Date: 2-28-14

Lender: FLAGSTAR BANK By: Selene Finance LP, as Attorney-in-Fact

By: [Signature]

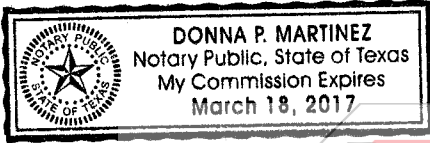
Its: Donna Brammer Vice President
(Printed Name and Title)



- Lender Acknowledgment -

STATE OF TEXAS
COUNTY OF HARRIS

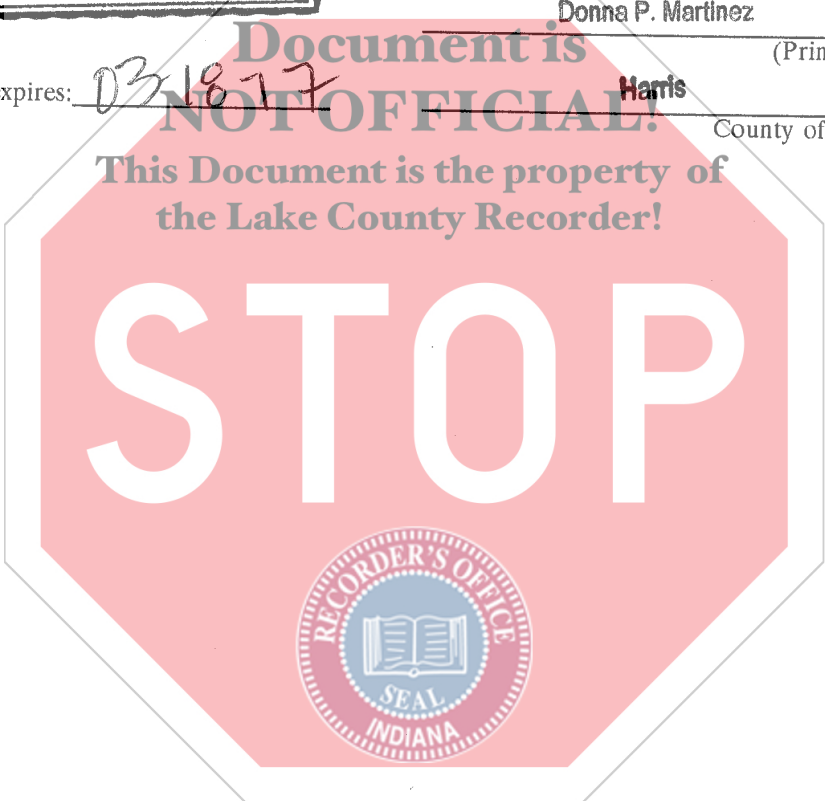
Before me, FLAGSTAR BANK, this 28th day of February, 2014,
personally appeared by Donna Brammer VP Selene Finance LP its
ATTORNEY IN FACT, and acknowledged the execution of the annexed
instrument.



[Signature]
Notary Public

Donna P. Martinez
(Printed Name)

My commission expires: 03-18-17 Harris
County of Residence



LEGAL DESCRIPTION

**LOT 195 ENGLEHART'S COUNTY CLUB MANOR, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 24
PAGE 75, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA**



Loan No. 502039771
Borrower: QIANA D. HOWARD-SILLS

Data ID: 141

LOAN MODIFICATION AGREEMENT RIDER

THIS LOAN MODIFICATION AGREEMENT RIDER is made this 4th day of November, 2013, by and between the undersigned borrower (the "Borrower") and FLAGSTAR BANK, (the "Lender") and is incorporated into and shall be deemed to amend and supplement that certain LOAN MODIFICATION AGREEMENT (the "Agreement") of the same date executed by the Borrower and Lender as of the date above.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Agreement, Borrower and Lender further covenant and agree as follows:

1. Costs and Expenses

All costs and expenses incurred by Lender in connection with this Agreement shall be borne by Lender and not paid by Borrower.

2. Escrow Items

Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked. Borrower is hereby advised that beginning on the monthly payment due date set forth above, the amount of Escrow Items will be included with Borrower's monthly payment of principal and interest.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this LOAN MODIFICATION AGREEMENT RIDER.

Qiana D. Howard-Sills
QIANA D. HOWARD-SILLS —Borrower

