

8

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MICHAEL B. BROWN  
RECORDER

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This Document Prepared By:  
NATIONSTAR MORTGAGE LLC  
350 HIGHLAND DRIVE  
LEWISVILLE, TX 75067  
Tatiana Vakidis  
1-888-366-1119

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Original Recording Date: **November 17, 2011**  
Original Loan Amount: **\$129,140.00**

Loan No: **220100024**  
FHA Case Number: **156-1000637-703**  
MIN Number: **100397202201000248**

Origination Company: **NATIONSTAR MORTGAGE LLC**  
NMLSR ID: **2119**

**FILE 1ST**

**LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement ("Agreement"), made this 23rd day of October, 2013, between **ALLAN SIMMONS** whose address is **3840 JEWETT STREET, HIGHLAND, IN 46322** ("Borrower") and **NATIONSTAR MORTGAGE LLC** which is organized and existing under the laws of **The United States of America**, and whose address is **350 HIGHLAND DRIVE, LEWISVILLE, TX 75067** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of 1901 E. Voorhees Street, Suite C, Danville, IL 61834 or P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **October 11, 2011** and recorded in **Book/Liber N/A**, Instrument No: **2011 065699**, of the **Official Records (Name of Records) of LAKE County, IN (County and State, or other Jurisdiction)** 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

**3840 JEWETT STREET, HIGHLAND, IN 46322,**  
(Property Address)

the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof;



\* 2 2 0 1 0 0 2 4 \*  
HUD MODIFICATION AGREEMENT  
8300h 11/12



\* 9 0 0 1 3 + 1 0 \*

(page 1 of 7)

26<sup>00</sup>  
1 REF 504 5781  
PP

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 1, 2013**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$90,315.55**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest 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 **3.875%**, from **December 1, 2013**. Borrower promises to make monthly payments of principal and interest of U.S. **\$424.70**, 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. If on **December 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; 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)



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HUD MODIFICATION AGREEMENT  
8300h 11/12



\* 9 0 0 1 3 + 1 0 \*

(page 2 of 7)

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.



HUD MODIFICATION AGREEMENT  
8300h 11/12



(page 3 of 7)

Allan Simmons (Seal)  
ALLAN SIMMONS -Borrower

[Space Below This Line For Acknowledgments] \_\_\_\_\_  
State of Indiana

County of Lake

Before me, Johnny P. Castor, this 24th day of April, 2014  
Allan Simmons

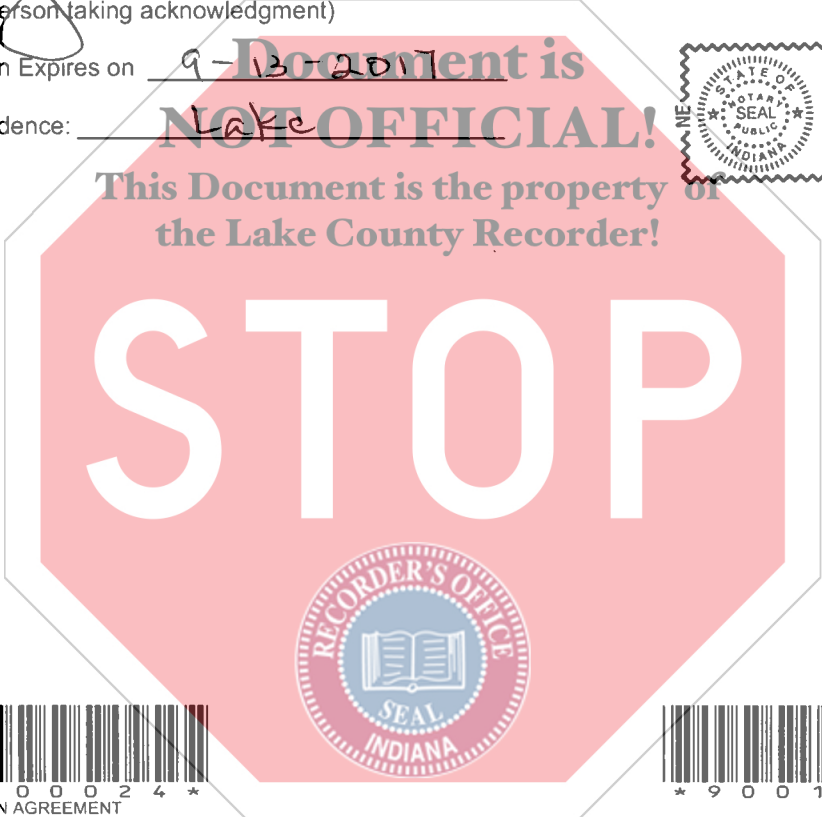
(name of grantor) acknowledged the execution of the annexed deed, (or mortgage as the case may be.)

Johnny P. Castor  
(Signature of person taking acknowledgment)

My Commission Expires on 9-13-2017

County of Residence: Lake

JOHNNY P. CASTOR  
NOTARY PUBLIC  
STATE OF INDIANA  
Seal  
Johnny P. Castor  
Resident Of  
Lake County  
My Commission Expires:  
9/13/2017



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HUD MODIFICATION AGREEMENT  
8300h 11/12

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(page 4 of 7)

NATIONSTAR MORTGAGE LLC

By: Krista Moore (Seal) - Lender  
Name: Krista Moore  
Title: Assistant Secretary

4-30-14  
Date of Lender's Signature  
[Space Below This Line For Acknowledgments]

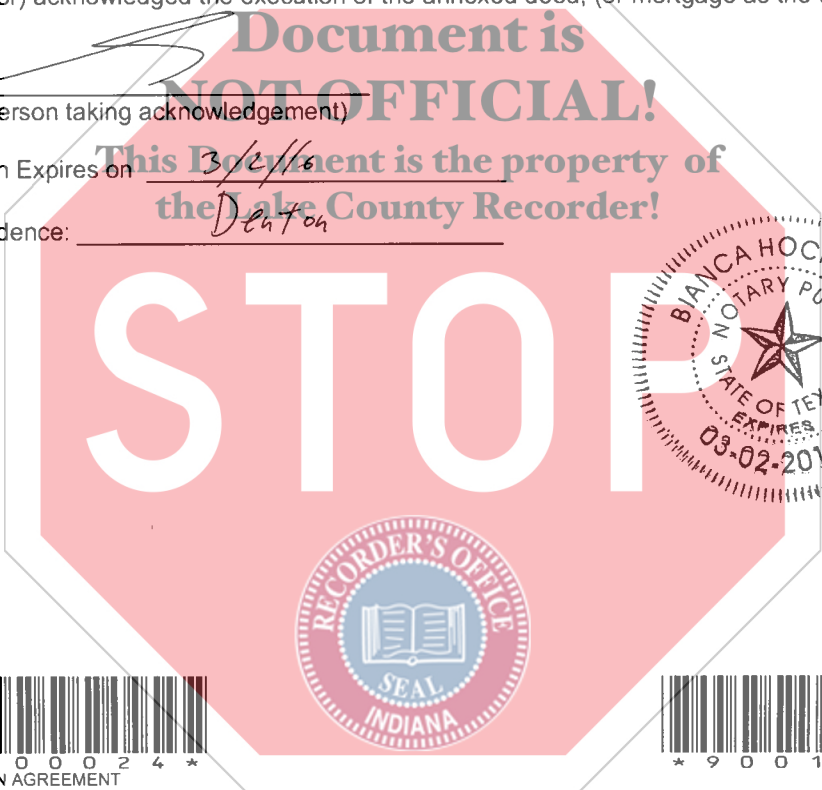
State of Texas  
County of Dallas

Before me, Bianca Hockensmith, this 30 day of April, 2014  
Krista Moore, the Assistant Secretary of  
Nationstar Mortgage LLC

(name of grantor) acknowledged the execution of the annexed deed, (or mortgage as the case may be.)

[Signature]  
(Signature of person taking acknowledgement)

My Commission Expires on 3/2/16  
County of Residence: Denton



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HUD MODIFICATION AGREEMENT  
8300h 11/12



\* 9 0 0 1 3 + 1 0 \*

Enove 4-30-14

Krista Moore

Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Title: Assistant Secretary

[Space Below This Line For Acknowledgments]

State of Texas

County of Dallas

Before me, Bianca Hockensmith, this 30 day of April, 2014,  
Krista Moore

, the Assistant Secretary

of

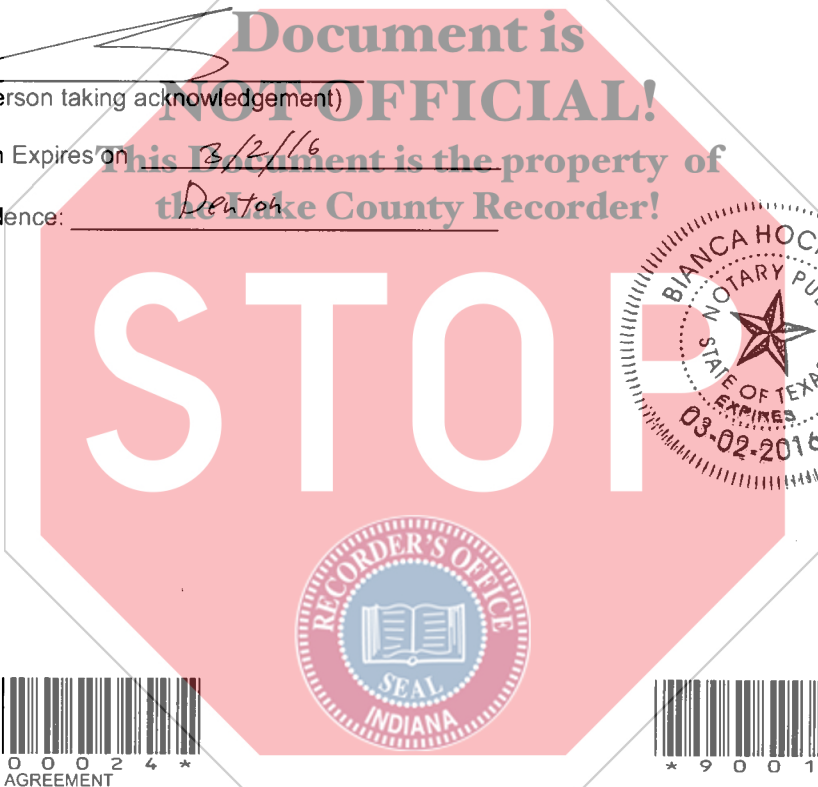
**Mortgage Electronic Registration System, Inc.**

(name of grantor) acknowledged the execution of the annexed deed, (or mortgage as the case may be.)

(Signature of person taking acknowledgement)

My Commission Expires on 3/2/16

County of Residence: Denton



\* 2 2 0 1 0 0 0 2 4 \*


HUD MODIFICATION AGREEMENT

8300h 11/12



\* 9 0 0 1 3 + 1 0 \*

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

  
\_\_\_\_\_  
Signature

*Bianca Hockersmith*  
\_\_\_\_\_  
Printed Name

This Document Prepared By:  
NATIONSTAR MORTGAGE LLC  
350 HIGHLAND DRIVE  
LEWISVILLE, TX 75067  
Tatiana Vakidis



HUD MODIFICATION AGREEMENT  
8300h 11/12



(page 7 of 7)

**Exhibit "A"**

Loan Number: **220100024**

Property Address: **3840 JEWETT STREET, HIGHLAND, IN 46322**

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN LAKE COUNTY, STATE OF INDIANA: LOT 6 IN SAXE AND LEATHERS ADDITION TO HIGHLAND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 35 PAGE 97, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



Exhibit A Legal Description Attachment 11/12



Page 1 of 1