

4

2014 026308

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 MAY -9 AM 10: 06

MICHAEL B. BROWN  
RECORDER

This Document Prepared By:  
**BEATRICE SMITH**  
U.S. BANK N.A.  
4801 FREDERICA ST  
OWENSBORO, KY 42301  
(800) 365-7772

~~When recorded mail to: # 8283308~~

First American Title   
Loss Mitigation Title Services 12106.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: ELLIS - PROPERTY REPORT

Tax/Parcel No. 450332358003000024

[Space Above This Line for Recording Data]

Original Principal Amount: \$70,238.00

FHA/VA Case No.: 703 151-7899347

Unpaid Principal Amount: \$72,496.50

MERS Min: 1000157 0005548095 4

New Principal Amount \$72,496.50

MERS Phone #: (888) 679-6377

New Money (Cap): \$0.00

**LOAN MODIFICATION AGREEMENT (MORTGAGE)**

This Loan Modification Agreement ("Agreement"), made this 23RD day of JANUARY, 2014, between SHARISSA L ELLIS, ("Borrower") whose address is 5607 WEGG AVE, EAST CHICAGO, INDIANA 46312 and U.S. BANK N.A. ("Lender"), whose address is 4801 FREDERICA ST, OWENSBORO, KY 42301, AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") ("Mortgagee") (solely as a nominee for Lender and Lender's successors and assigns), with a mailing address of P.O. Box 2026, Flint, Michigan 48501-2026, and a street address of 1901 E Voorhees Street, Suite C, Danville, IL 61834, Tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated AUGUST 5, 2005 and recorded on AUGUST 11, 2005 in INSTRUMENT NO. 2005068057, 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

5607 WEGG AVE, EAST CHICAGO, INDIANA 46312

(Property Address)

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE

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

Page 1

WD12106.1 9902001029

#2606  
1336  
EM  
ireg

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, **JANUARY 1, 2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$72,496.50**, 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 **4.7500%**, from **JANUARY 1, 2014**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **378.18**, beginning on the **1ST** day of **FEBRUARY, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.7500%** will remain in effect until principal and interest are paid in full. If on **JANUARY 1, 2044** (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 Sharissa L. Ellis / Kara Thigden  
[Printed Name]



In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.

By Jennifer Mattingly  
Mortgage Document Officer

(print name)  
(title)

3-31-14

Date

[Space Below This Line for Acknowledgments]

**LENDER ACKNOWLEDGMENT**

**STATE OF KENTUCKY**

**COUNTY OF DAVIESS**

The foregoing instrument was acknowledged before me this March 31 2014 by JENNIFER MATTINGLY, the **MORTGAGE DOCUMENT OFFICER** of **U.S. BANK N.A.**, a National Banking Assoc, on behalf of said national association.

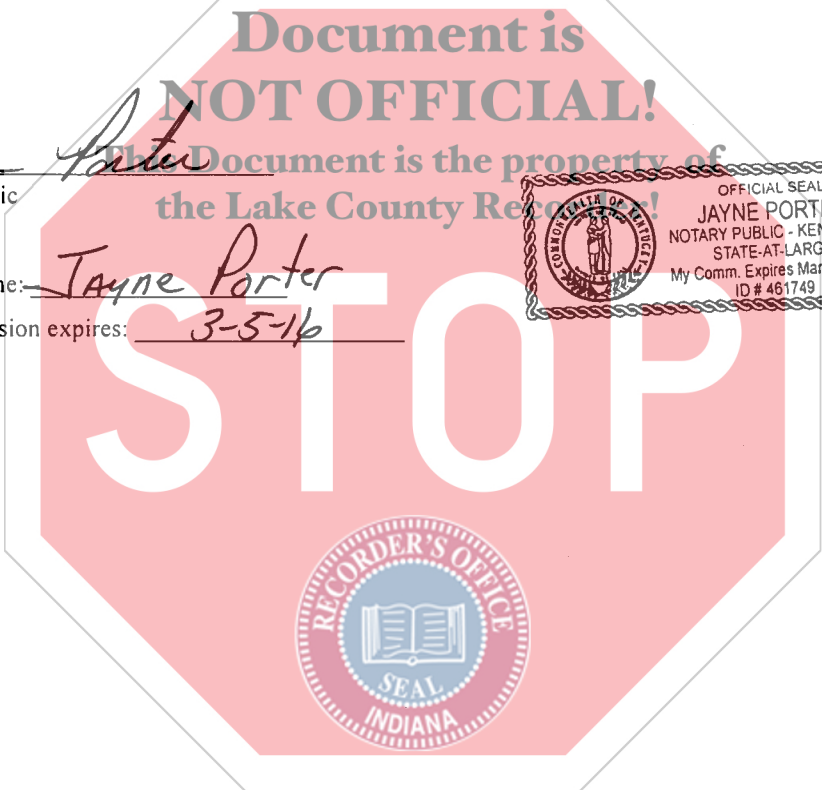
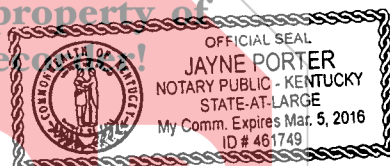
Jayne Porter  
Notary Public

Printed Name:

Jayne Porter

My commission expires:

3-5-16



Mortgage Electronic Registrations Systems, Inc

Mortgagee

By \_\_\_\_\_

Date

3-31-14

[Space Below This Line for Acknowledgments]

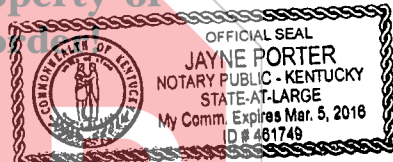
STATE OF KENTUCKY  
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this March 31 2014  
by Jennifer Mattingly, the Asst Secretary of  
Mortgage Electronics Registrations Systems, Inc., a Delaware Corp, on  
behalf of said entity.

Document is  
NOT OFFICIAL!

This Document is the property of  
the Lake County Recorder

Jayne Porter  
Notary Public



Printed Name: Jayne Porter

My commission expires: 3-5-16

THIS DOCUMENT WAS PREPARED BY:  
BEATRICE SMITH  
U.S. BANK N.A.  
4801 FREDERICA ST  
OWENSBORO, KY 42301



In Witness Whereof, I have executed this Agreement.

Sharissa Ellis (Seal)  
Borrower

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

SHARISSA L ELLIS  
1-29-14  
Date

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

STATE OF INDIANA,  
COUNTY OF Lake

Before me, the undersigned, a Notary Public, in and for said County and State, this 29th day of Jan, 2014, personally appeared SHARISSA L ELLIS, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument

WITNESS my hand and official seal.

Margaret L McClain  
Notary Public

Print Name: Margaret L McClain

My commission expires on: 06-5-2016

Residing in Lake County

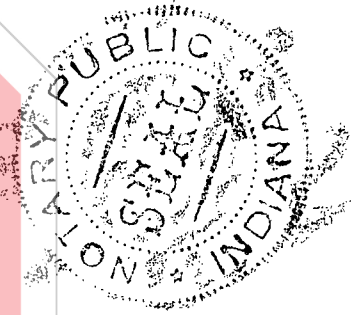
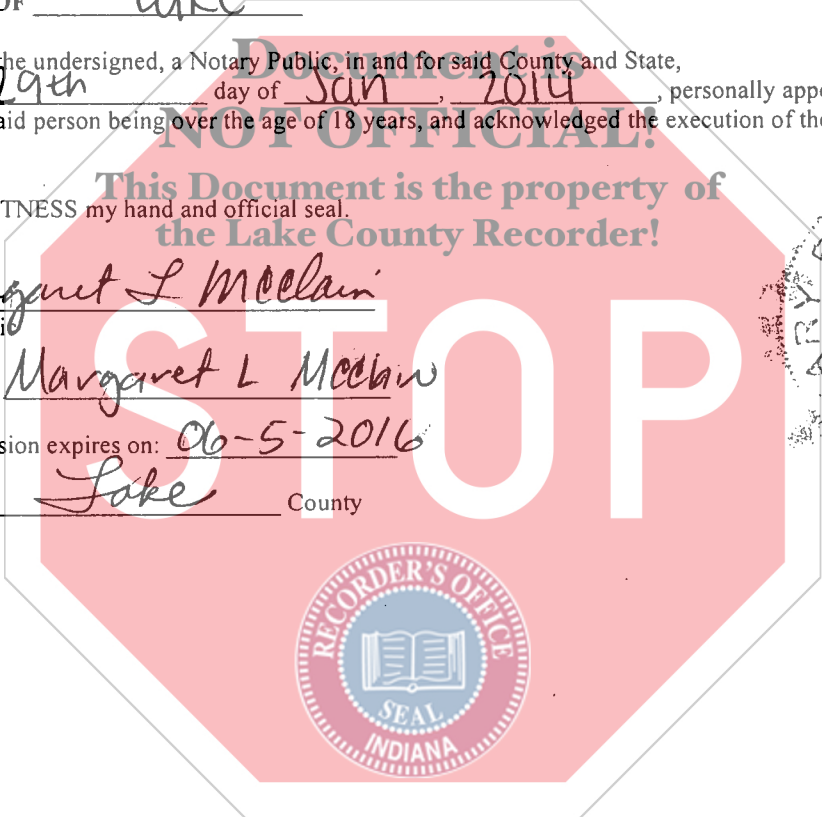


EXHIBIT A

BORROWER(S): SHARISSA L ELLIS,

LOAN NUMBER: 9902001029

LEGAL DESCRIPTION:

LOT 35, EXCEPT THE SOUTH 39 FEET THEREOF, ALL OF LOT 36, AND THE SOUTH 6 FEET OF LOT 37, IN BLOCK 1 IN ROXANA PARK 4TH ADDITION TO EAST CHICAGO, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 29, PAGE 37, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

ALSO KNOWN AS: 5607 WEGG AVE, EAST CHICAGO, INDIANA 46312

ELLIS  
48436757  
FIRST AMERICAN ELS  
MODIFICATION AGREEMENT

IN

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



**EXHIBIT B  
MORTGAGE SCHEDULE**

Mortgage made by **SHARISSA L ELLIS**, to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC., AND SUCCESSORS AND ASSIGNS** for \$70,238.00 and interest, dated **AUGUST 5, 2005** and recorded on **AUGUST 11, 2005** in **INSTRUMENT NO. 2005068057**. Mortgage tax paid:

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**, (assignor), to **SOLELY AS NOMINEE FOR US BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated \_\_\_\_\_ and recorded on **JANUARY 23, 2014** in **INSTRUMENT NO. TO BE RECORDED CONCURRENTLY BOOK \_\_\_\_\_ PAGE \_\_\_\_\_**

