

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 026676

2014 MAY 13 AM 8:58

MICHAEL B. BROWN
RECORDER

After Recording Return To:
Mortgage Services
PO Box 5449
Mount Laurel, NJ 08054
Return to Phone: 877-766-8244

This Document Prepared By:
PHH Mortgage Corporation
PO Box 5449
Mount Laurel, NJ 08054
CHARLTON STANTON, SPECIALIST
1-877-766-8244

[Space Above This Line For Recording Data]

Original Recording Date: July 13, 2007
Original Loan Amount: \$75,000.00
Original Lender Name: COLDWELL BANKER HOME LOANS

Loan No: 0044685972
Investor Loan No: 4005495422

Prepared Date: March 18, 2014

Document is
NOT OFFICIAL!
LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 17th day of March, 2014, between **MICHAEL R BALCH, AN UNMARRIED MAN** ("Borrower") and **PHH Mortgage Corporation**, whose address is **1 Mortgage Way, Mt Laurel, NJ 08054** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **July 06, 2007** and recorded in **Mortgage Book**, Instrument No: **2007 057136**, 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

4104 SWIFT STREET, HOBART, IN 46342,
(Property Address)

the real property described being set forth as follows:

SEE ATTACHED EXHIBIT A



LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument
Loan No: 0044685972
8300a 01/14

Form 3179 1/01 (rev. 06/12)
(page 1 of 7)

27.
ck. 2014714
2 Refs
2.00 over

ASSIGNMENT FROM MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS NOMINEE FOR COLDWELL BANKER HOME LOANS TO PHH MORTGAGE CORPORATION. -REC: 06/22/2012 INSTR # 2012 041294

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 **March 1, 2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$79,811.49**, 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 **4.625%**, from **March 1, 2014**. Borrower promises to make monthly payments of principal and interest of U.S. **\$365.24**, beginning on the **1st** day of **April, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.625%** will remain in effect until principal and interest are paid in full. If on **March 1, 2054** (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. 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.
- (f) Borrower authorizes Lender, and Lender's successors and assigns, to share certain Borrower public and non-public personal information including, but not limited to (i) name, address, telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, and (v) payment history and information about Borrower's account balances and activity, with an authorized third party which may include, but is not limited to, a counseling agency, state or local Housing Finance Agency or similar entity that is assisting Borrower in

connection with obtaining a foreclosure prevention alternative, including the trial period plan to modify Borrower's loan ("Authorized Third Party").

Borrower understands and consents to Lender or Authorized Third Party, as well as Fannie Mae (the owner of Borrower's loan), disclosing such personal information and the terms of any relief or foreclosure prevention alternative, including the terms of the trial period plan to modify Borrower's loan, to any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with the loan or any other mortgage loan secured by the Property on which Borrower is obligated.

Borrower consents to being contacted by Fannie Mae, Lender or Authorized Third Party concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Authorized Third Party.

By checking this box, Borrower also consents to being contacted by text messaging



LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument
Loan No: 0044685972
8300a 01/14

Form 3179 1/01 (rev. 06/12)
(page 4 of 7)

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

Michael R. Balch (Seal)
MICHAEL R BALCH -Borrower

[Space Below This Line For Acknowledgments]

State of ~~Indiana~~ Tennessee

County of Loudon

Before me, Allison Scarborough Notary Public,
(please print name)

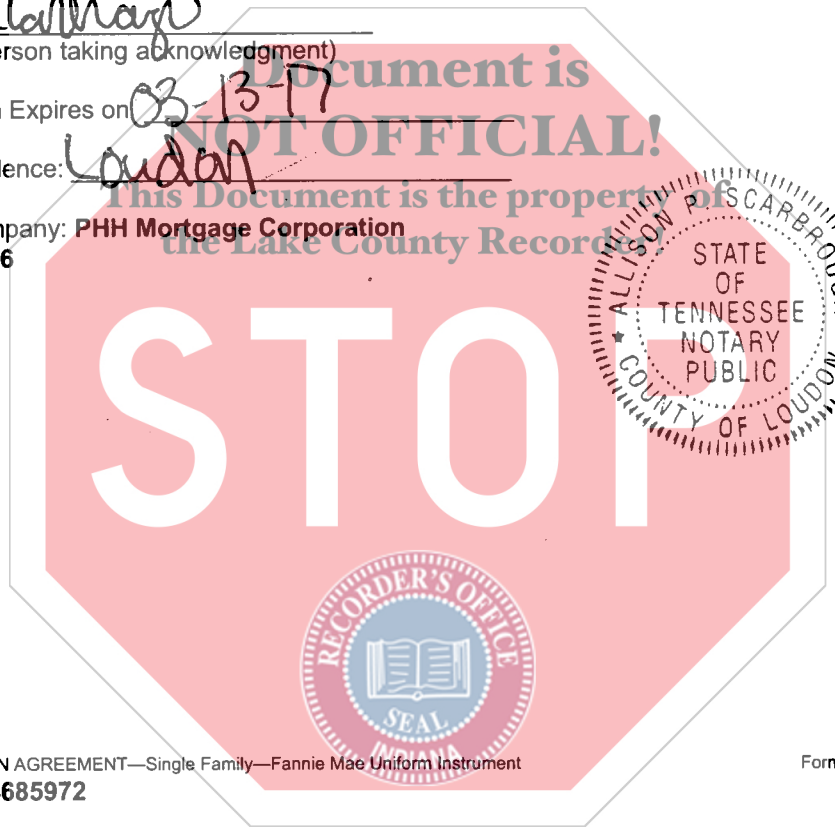
this 25th day of March, 2014 MICHAEL R BALCH, AN UNMARRIED MAN, (name of grantor) acknowledged the execution of the annexed deed, (or mortgage as the case may be.)

Allison Scarborough
(Signature of person taking acknowledgment)

My Commission Expires on 03-13-17

County of Residence: Loudon

Origination Company: PHH Mortgage Corporation
NMLSR ID: 2726



PHH Mortgage Corporation

By: [Signature] (Seal) - Lender

Name: _____
Title: **JOSHUA DAWSON, ASST. V.P.**

Date of Lender's Signature 4/9/14

_____[Space Below This Line For Acknowledgments]_____

State of New Jersey, County of Burlington

On 4/9, 2014, before me, **REBECCA SEAMAN**
(please print name)

a Notary Public in and for said State, personally appeared

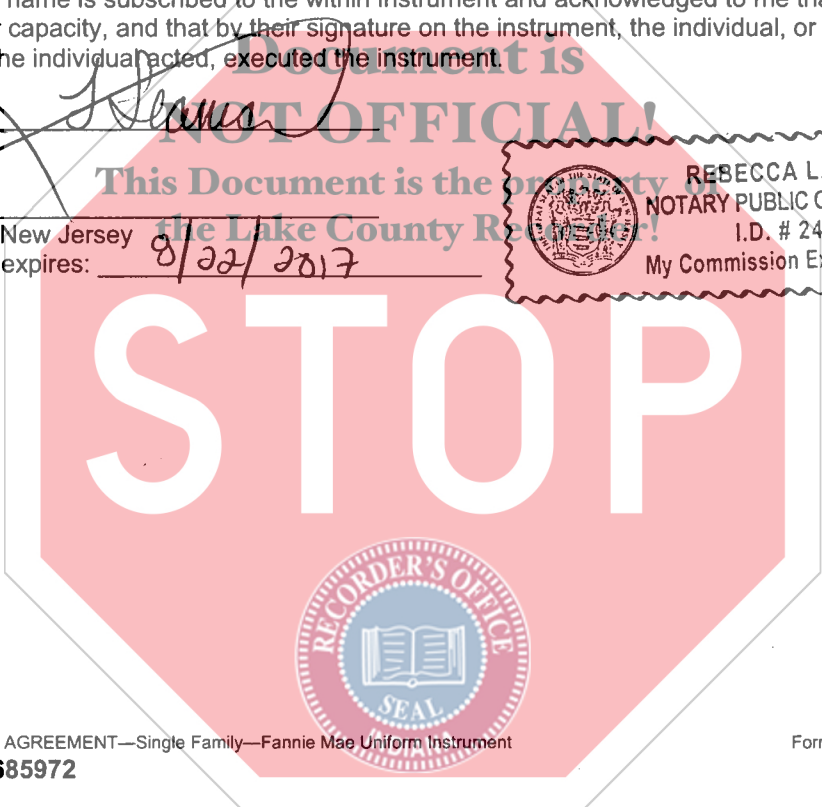
JOSHUA DAWSON, ASST. V.P.

_____ of the Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

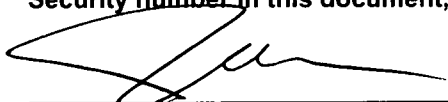
[Signature]
Notary Public

Notary Public of New Jersey
My Commission expires: 8/22/2017

REBECCA L. SEAMAN
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2424214
My Commission Expires 8/22/2017



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

JOSHUA DAWSON, ASST. V.P.

Printed Name

This Document Prepared By:
PHH Mortgage Corporation
PO Box 5449
Mount Laurel, NJ 08054
CHARLTON STANTON, SPECIALIST



LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument
Loan No: 0044685972
8300a 01/14

Form 3179 1/01 (rev. 06/12)
(page 7 of 7)

Loan: 0044685972

"Exhibit A"

Lot 21, in Block 1, in Glen Lane Addition, in the City of Hobart, as per plat thereof, recorded in Plat Book 33 page 23, in the Office of the Recorder of Lake County, Indiana.

