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MICHAEL B. BROWN RECORDER

This Document Prepared By: **AMANDA STORM** U.S. BANK N.A. 4801 FREDERICA ST OWENSBORO. KY 42301

When recorded mail to: #:8629127 First American Title Loss Mitigation Title Services 12106.1 P.O. Box 27670 Santa Ana. CA 92799 RE: BARAN - PROPERTY REPORT

**Jocument** is

Tax/Parcel No. 451121453036000036
[Space Above This Line for Recording Data]

Original Principal Amount: \$397,320.00 Unpaid Principal Amount: \$395,678.26

Freddie Mac Loan No.:493446672
Loan No: 6800127227 New Principal Amount \$411,644,24ce County Recorder!

New Money (Cap): \$15,965.98

## LOAN MODIFICATION AGREEMENT (MORTGAGE) (To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement (the "Agreement"), made and effective this 13TH day of MARCH, 2014, between U.S. BANK N.A. ("Lender"), whose address is 4801 FREDERICA ST, OWENSBORO, KY 42301, and KATHLEEN M BARAN AND MICHAEL P BARAN, WIFE & HUSBAND ("Borrower"), whose address is 401 ANNISTON LANE, SCHERERVILLE, INDIANA 46375, modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated JANUARY 16, 2008, in the original principal sum of U.S. \$397,320.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, the Note bearing the same date as and recorded on JANUARY 24, 2008 in INSTRUMENT NO. 2008 005596, of the

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) - Single Family - Freddie Mac UNIFORM INSTRUMENT Form 5161 12122013

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**OFFICIAL** Records of **LAKE COUNTY**, **INDIANA**. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

## 401 ANNISTON LANE, SCHERERVILLE, INDIANA 46375 [Property Address]

the real property described being set forth as follows:

LOT 62 IN AMBER FIELDS, A SUBDIVISION IN THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 99 PAGE 37, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.SUBJECT TO ANY AND ALL EASEMENTS, AGREEMENTS AND RESTRICTIONS OF RECORD.

## SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

- 1. <u>Current Balance</u>. As of **MARCH 1, 2014**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$411,644.24.
- Interest Rate. 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 4.6250%, beginning MARCH 1, 2014, both before and after any default described in the Note. The yearly rate of 4.6250% will remain in effect until principal and interest is paid in full.
- 3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. \$1,883.80, 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. If on MARCH 1, 2054, (the "Maturity Date"); Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
- 4. Place of Payment. Borrower must make the monthly payments at
  4801 FREDERICA ST, OWENSBORO, KY 42301
  or such other place as Lender may require.
- 5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
- 6. Property Transfer. 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 given in accordance with Section

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15 of the Security Instrument, 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 this Security Instrument without further notice or demand on Borrower.

- 7. Compliance with Covenants. 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.
- 8. 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 where 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.

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



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withess whereof, the bender have executed this Agreement.
U.S. BANK NATURAL UI-G-SOVU
By RACHEL FULKS (print name) Date
Mortgage Document Officer (title)
[Space Below This Line for Acknowledgments]
LENDER ACKNOWLEDGMENT
STATE OF KENTUCKY
COUNTY OF DAVIESS
The foregoing instrument was acknowledged before me this 4-4-2014 by
RACHEL FULKS, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A.,
a notice association on behalf of said national association.
Doggenantia
Document is
OFFICIAL SEAL
Notary Public LISA M. GRIGSBY NOTARY PUBLIC - KENTUCKY
STATE AT LARGE My Comm. Expires Oct. 25, 2015
Printed Name Scale County Coun
My commission expires: 10-25-2015
DER'S
EAL.
WOJANA LITE

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Borrower KAFHLEEN M BARAN	Borrower MICHAEL P.HARAN	
Date	Date	
Borrower (Seal)	Borrower (Seal)	
Date	Date	
Borrower (Seal)	Borrower (Seal)	
Date [Space Below This Line for	Date r Acknowledgments]	
BORROWER ACKNOWLEDGMENT STATE OF INDIANA, COUNTY OF	nt is	
Before me, the undersigned, a Notary Public, in and for said County and State, this 24 day of March, 2014, personally appeared KATHLEEN M BARAN, MICHAEL P BARAN, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument		
WITNESS my hand and official seal.  Notary Public  Print Name: Nancy Cordova  My commission expires on: 103/30/2017	······································	
Residing in County County	Nancy Cordova Notary Public Seal State of Indiana Lake County My Commission Expires 03/30/2017	
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## EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by KATHLEEN M BARAN AND MICHAEL P BARAN, WIFE & HUSBAND to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR NORTH AMERICAN SAVINGS BANK, F.S.B. for \$397,320.00 and interest, dated JANUARY 16, 2008 and recorded on JANUARY 24, 2008 in INSTRUMENT NO. 2008 005596. Mortgage tax paid:

This mortgage was assigned from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR NORTH AMERICAN SAVINGS BANK, F.S.B. (assignor), to US BANK, NATIONAL ASSOCIATION (assignee), by assignment of mortgage dated and recorded on JULY 19, 2011 in INSTRUMENT NO. 2011 038949.



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