

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 AUG 13 AM 11:04

MICHAEL B. BROWN  
RECORDER

Handwritten mark: a stylized 'e' with an arrow pointing to the right.

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

2014 048736

This Document Prepared By:  
**Megan Petite**  
WELLS FARGO BANK, N.A.  
3476 STATEVIEW BLVD, MAC# X7801-03K  
FORT MILL, SC 29715

~~When recorded mail to:~~ #:8868893  
First American Title  
Loss Mitigation Title Services 1079.12  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: EWING - PR DOCS

Tax/Parcel No. 45-19-11-233-009.000-007

[Space Above This Line for] EWING  
**Original Principal Amount: \$152,192.00** 48982766 IN  
**Unpaid Principal Amount: \$142,645.71** FIRST AMERICAN ELS  
**New Principal Amount \$140,717.60** MODIFICATION AGREEMENT  
**New Money (Cap): \$0.00**

**Document**  
**NOT OFFICIAL!**  
**LOAN MODIFICATION AGREEMENT (MORTGAGE)**  
(Providing for Fixed Rate)  
This Document is the property of  
the Lake County Recorder!

This Loan Modification Agreement ("Agreement"), made this 6TH day of JUNE, 2014, between DUSTIN EWING ("Borrower"), whose address is 15847 STEVENSON PLACE, LOWELL, INDIANA 46356 and WELLS FARGO BANK, N.A. ("Lender"), whose address is 3476 STATEVIEW BLVD, MAC# X7801-03K, FORT MILL, SC 29715 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated JUNE 2, 2009 and recorded on JUNE 17, 2009 in INSTRUMENT NO. 2009 040501, LAKE COUNTY, INDIANA, and (2) the Note, in the original principal amount of U.S. \$152,192.00, 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 15847 STEVENSON PLACE, LOWELL, INDIANA 46356

the real property described is located in LAKE COUNTY, INDIANA and being set forth as follows:

**LOT 3 IN WESTDALE UNIT 2 BEING A RESUB OF WESTDALE UNIT 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 53 PAGE 8, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. SUBJECT TO EASEMENTS, RESTRICTIONS AND COVENANTS OF RECORD, IF ANY.**

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):

Wells Fargo Custom FHA HAMP Loan Modification Agreement  
04092014b\_258  
First American Mortgage Services

Page 1

708


Handwritten notes: 22CK, 1 ref, 1376052, EB2

1. Borrower agrees that certain amounts owed will not be capitalized, waived, or addressed as part of this Agreement, and will remain owed until paid. These amounts owed are referenced in the Cover Letter to this Agreement, which is incorporated herein, and are to be paid with the return of this executed Agreement. If these amounts owed are not paid with the return of this executed Agreement, then Lender may deem this Agreement void.
2. As of, **JULY 1, 2014** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$140,717.60**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$0.00** 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. **This Unpaid Principal Balance has been reduced by the contemporaneous HUD Partial Claim amount of \$1,928.11. This agreement is conditioned on the proper execution and recording of this HUD Partial Claim.**
3. 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%**, from **JULY 1, 2014**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$723.48**, beginning on the **1ST** day of **AUGUST, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JULY 1, 2044** (the "Maturity Date"), the 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.
4. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.  

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.
5. The 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.
6. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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) above.

7. 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.
8. 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.
9. If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure

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 \_\_\_\_\_

  
Megan Petite



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

By Alethea Gail Ladd (print name)  
Vice President Loan Documentation (title)

7/9/14 Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF MN

COUNTY OF Dakota

The instrument was acknowledged before me this 7/09/2014 by  
Alethea Gail Ladd the  
Vice President Loan Documentation of WELLS FARGO BANK, N.A.,  
a Vice President Loan Documentation, on behalf of said company.

Julie Ann Prieto  
Notary Public

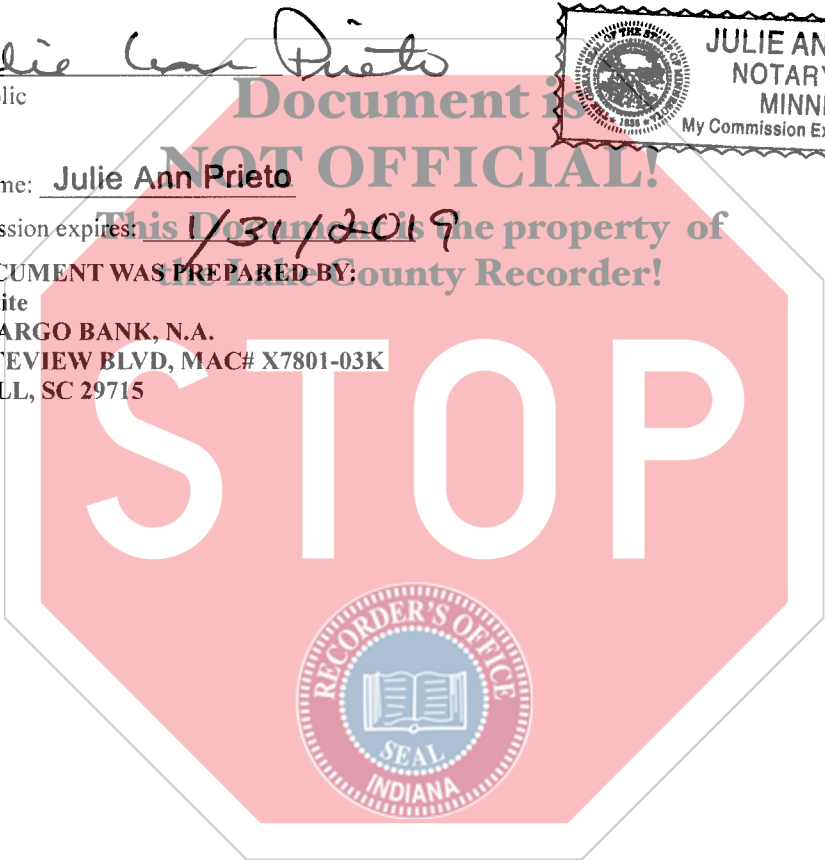


Printed Name: Julie Ann Prieto

My commission expires 1/31/2019

THIS DOCUMENT WAS PREPARED BY:  
Megan Petite

WELLS FARGO BANK, N.A.  
3476 STATEVIEW BLVD, MAC# X7801-03K  
FORT MILL, SC 29715



In Witness Whereof, I have executed this Agreement.

[Signature]  
Borrower: DUSTIN EWING

6.16.14  
Date

Borrower: \_\_\_\_\_

Date

Borrower: \_\_\_\_\_

Date

Borrower: \_\_\_\_\_

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 16<sup>th</sup> day of June, 2014, personally appeared DUSTIN EWING, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument

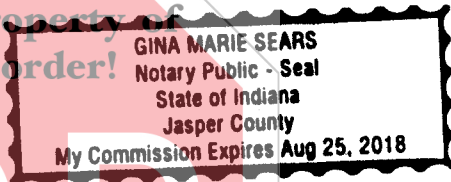
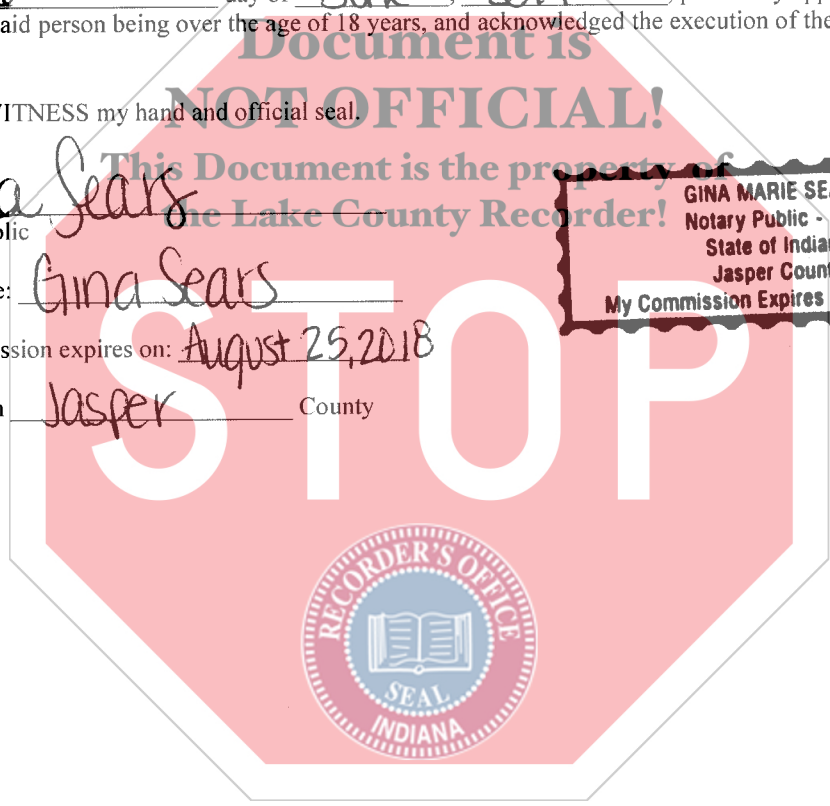
WITNESS my hand and official seal.

Gina Sears  
Notary Public

Print Name: Gina Sears

My commission expires on: August 25, 2018

Residing in Jasper County



Date: JUNE 6, 2014  
Loan Number: (scan barcode)  
Lender: WELLS FARGO BANK, N.A.  
Borrower: DUSTIN EWING  
Property Address: 15847 STEVENSON PLACE, LOWELL, INDIANA 46356

**NOTICE OF NO ORAL AGREEMENTS**

**THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

**THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.**

**Receipt of Notice.** The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

*[Handwritten Signature]* *6-15-14*

Borrower	_____	Date
DUSTIN EWING	_____	_____
Borrower	_____	Date
Borrower	_____	Date
Borrower	_____	Date
Borrower	_____	Date
Borrower	_____	Date

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