

2014 049508

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MICHAEL D. BROWN
RECORDER

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

When recorded mail to: #:9224417
First American Title
Loss Mitigation Title Services 12070.1
P.O. Box 27670
Santa Ana, CA 92799
RE: CONCEPTION - MOD REC SVC

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

Tax/Parcel No. 450718277047000023
B: 3 L: 48

[Space Above This Line for Recording Data]

Original Principal Amount: \$55,825.00
Unpaid Principal Amount: \$48,318.40
New Principal Amount \$48,318.40
New Money (Cap): \$0.00

FHA/VA Case No.: 703 151-7863450
Loan No: 9902222546

This Document is the property of
OFFICIAL!
LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 1ST day of MAY, 2014, between **FRANK CONCEPCION, SAMUEL CONCEPCION AS JOINT TENANTS WITH THE RIGHTS OF SURVIVORSHIP** ("Borrower") whose address is **7628 WALNUT AVE, HAMMOND, INDIANA 46324** and **U.S. BANK N.A.** ("Lender"), whose address is **4801 FREDERICA ST, OWENSBORO, KY 42301**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **OCTOBER 28, 2005** and recorded on **NOVEMBER 4, 2005** in **INSTRUMENT NO. 2005 097420**, 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

7628 WALNUT AVE, HAMMOND, INDIANA 46324
(Property Address)

the real property described being set forth as follows:

LOT 48 IN BLOCK 3 IN EVERGREEN PARK, IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 28 PAGE 81, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE

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

Page 1

AMOUNT \$ 9902222546 22-
CASH _____ CHARGE _____
CHECK # 1378453
OVERAGE _____
COPY _____
NON-COM _____
CLERK rn

ing

E

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, **AUGUST 1, 2013**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$48,318.40**, 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 **4.0000%**, from **AUGUST 1, 2013**. Borrower promises to make monthly payments of principal and interest of U.S. **\$ 230.68**, beginning on the **1ST** day of **SEPTEMBER, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.0000%** will remain in effect until principal and interest are paid in full. If on **AUGUST 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, 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 Jackie Farmer
[Printed Name]



In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.

[Handwritten Signature]
By Jennifer Mattingly (print name)
Mortgage Document Officer (title)

5-21-14
Date

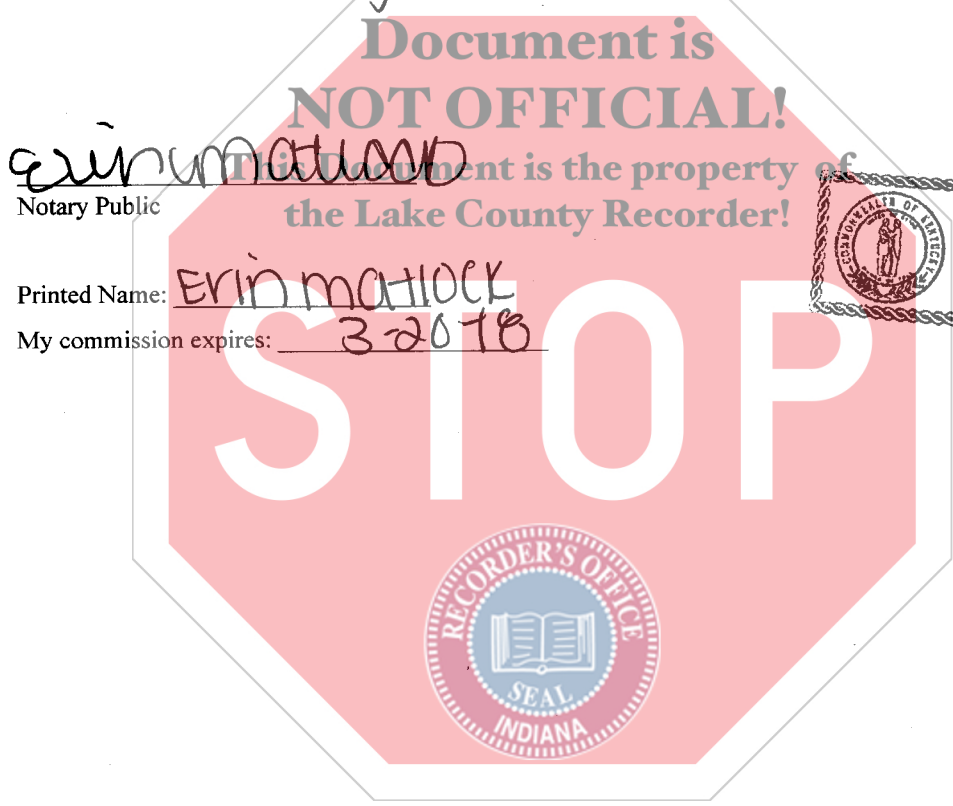
[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY

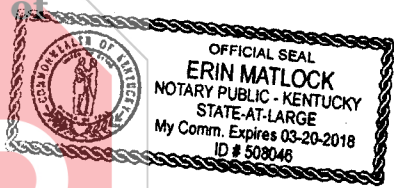
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 5-21-14 by
JENNIFER MATTINGLY, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A.,
a NATIONAL BANKING ASSOC., on behalf of said national association.



[Handwritten Signature]
Notary Public

Printed Name: Erin Matlock
My commission expires: 3-20-18



In Witness Whereof, I have executed this Agreement.

Frank Concepcion (Seal)
Borrower
FRANK CONCEPCION

Date 5-5-14 (Seal)
Borrower

Date _____ (Seal)
Borrower

Date _____

Samuel Concepcion (Seal)
Borrower
SAMUEL CONCEPCION

5-5-14
Date _____ (Seal)
Borrower

Date _____ (Seal)
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 5 day of May, 2014, personally appeared **FRANK CONCEPCION, SAMUEL CONCEPCION**, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument

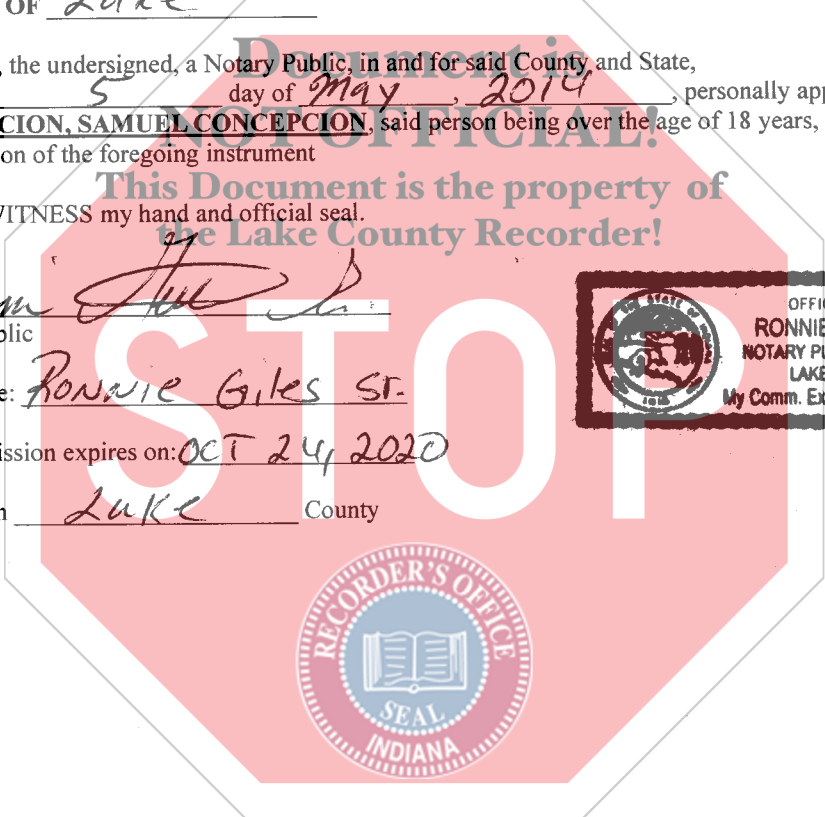
WITNESS my hand and official seal.

Ronnie Giles Sr.
Notary Public

Print Name: Ronnie Giles Sr.

My commission expires on: OCT 24, 2020

Residing in Lake County



**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by **FRANK CONCEPCION, SAMUEL CONCEPCION AS JOINT TENANTS WITH THE RIGHTS OF SURVIVORSHIP** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC.** for **\$55,825.00** and interest, dated **OCTOBER 28, 2005** and recorded on **NOVEMBER 4, 2005** in **INSTRUMENT NO. 2005 097420**.
Mortgage tax paid: \$

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated and recorded on **NOVEMBER 27, 2013** in **INSTRUMENT NO. 2013088380**.

