

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 050636

2014 AUG 22 AM 9:39

MICHAEL B. BROWN
RECORDER

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

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

When recorded mail to: #8200055
First American Title
Loss Mitigation Title Services 12106.1
P.O. Box 27670
Santa Ana, CA 92799
RE: SPINKS - PROPERTY REPORT

SPINKS
48579229 IN
FIRST AMERICAN ELS
MODIFICATION AGREEMENT

Tax/Parcel No. 451204382003000030

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Original Principal Amount: \$88,166.00
Unpaid Principal Amount: \$82,885.57
New Principal Amount \$82,885.57
New Money (Cap): \$0.00

FHA/VA Case No.: 703 151-9729949
MERS Min: 1000858 0491584473 3
MERS Phone #: (888) 679-6377

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 19TH day of FEBRUARY, 2014, between JORIE A SPINKS, AN UMARRIED WOMAN ("Borrower") whose address is 913W 59TH PL, MERRILLVILLE, INDIANA 46410 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 MAY 10, 2010 and recorded on JUNE 7, 2010 in INSTRUMENT NO. 2010-032348, 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

913W 59TH PL, MERRILLVILLE, INDIANA 46410
(Property Address)

the real property described being set forth as follows:

LOT 18 IN CORRECTED PLAT OF BARCLAY VILLAGE UNIT NO. 1, IN THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 48, PAGE 13, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

246-
1 Ref
C/C. 15194861
3.00 ON

SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE

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, **FEBRUARY 1, 2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$82,885.57**, 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 **4.5000%**, from **FEBRUARY 1, 2014**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **419.97**, beginning on the **1ST** day of **MARCH, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.5000%** will remain in effect until principal and interest are paid in full. If on **FEBRUARY 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 Angela M Everly
[Printed Name]



In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.

[Handwritten Signature]
By Shanan Owen (print name)
Mortgage Document Officer (title)

4/7/14
Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

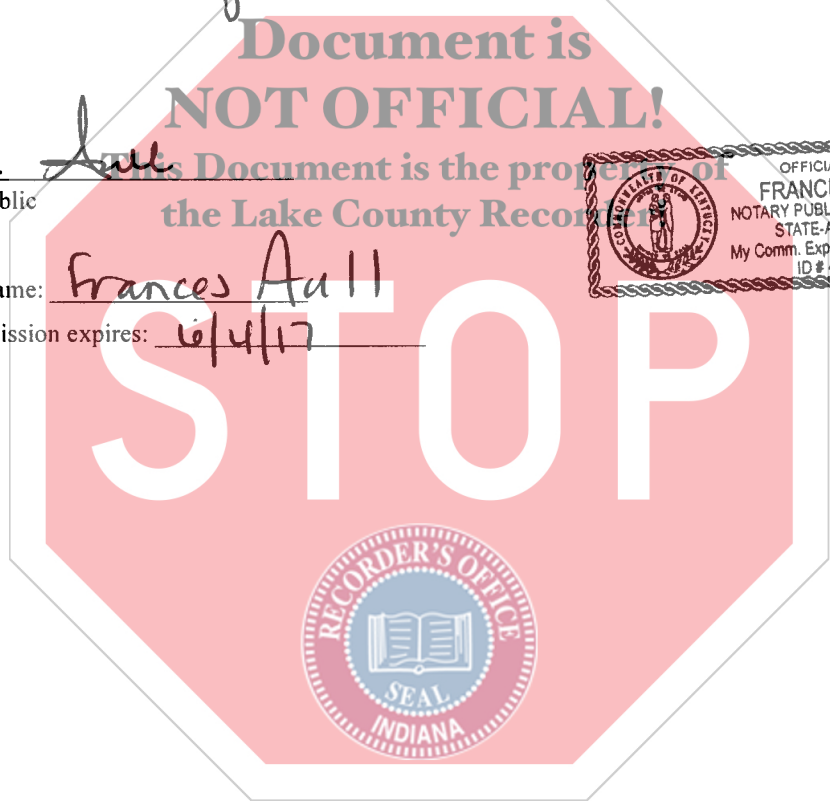
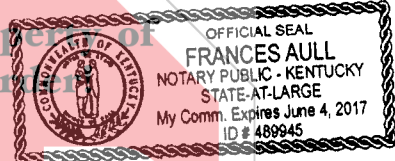
STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 4/7/14 by
SHANAN OWEN, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A.,
a National Banking Association on behalf of said national association.

[Handwritten Signature]
Notary Public

Printed Name: Frances Aull
My commission expires: 6/4/17



Mortgage Electronic Registration Systems, Inc.

Mortgagee

By Shanan Owen
Assistant Secretary

Date

4/7/14

[Space Below This Line for Acknowledgments]

STATE OF KENTUCKY
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 4/7/14
by Shanan Owen, the Assistant Secretary of Mortgage Electronics Registrations Systems, Inc., a
Delaware Corporation, on behalf of said entity.

Frances Aull
Notary Public

Printed Name: Frances Aull

My commission expires: 6/4/17



**THIS DOCUMENT WAS PREPARED BY:
SARAH HILLARD
U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 42301**



In Witness Whereof, I have executed this Agreement.

Jorie A Spinks (Seal)

Borrower

JORIE A SPINKS

Date

2/21/14

(Seal)
Borrower

Date

(Seal)
Borrower

Date

[Space Below This Line for Acknowledgments]

(Seal)
Borrower

Date

(Seal)
Borrower

Date

(Seal)
Borrower

Date

BORROWER ACKNOWLEDGMENT

STATE OF INDIANA
COUNTY OF Lake

Before me, the undersigned, a Notary Public, in and for said County and State, this 21st day of Feb, 2014, personally appeared JORIE A SPINKS, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument

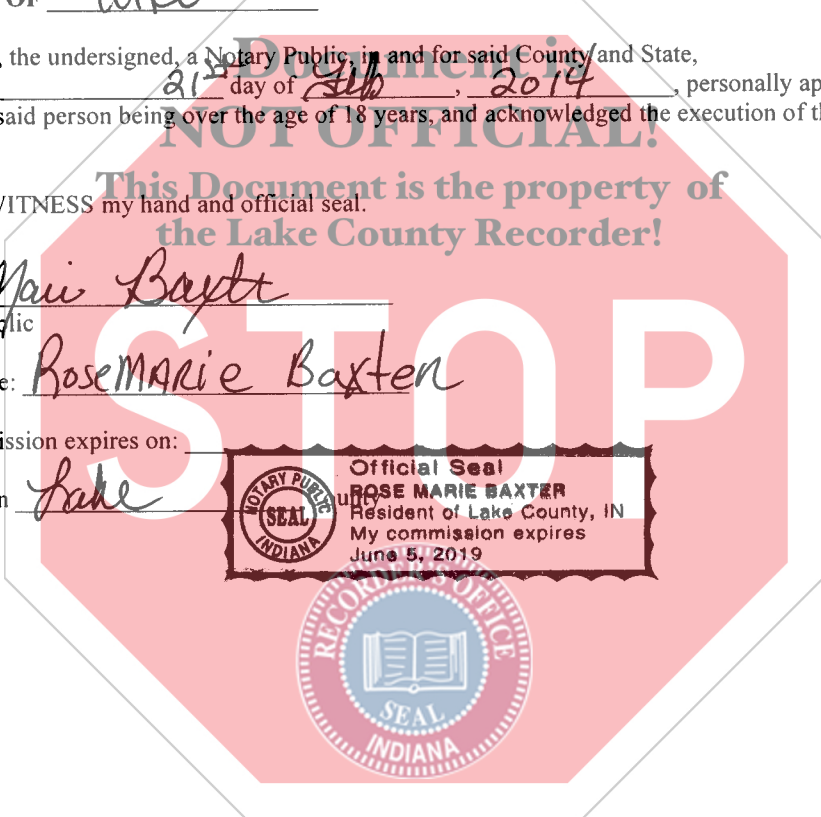
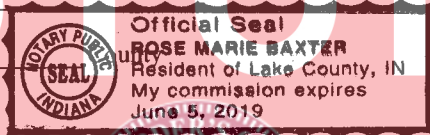
WITNESS my hand and official seal.

Rose Marie Baxter
Notary Public

Print Name: Rose Marie Baxter

My commission expires on:

Residing in Lake



**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by **JORIE A SPINKS, AN UMARRIED WOMAN** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR THE FIRST MORTGAGE CORPORATION, A CORPORATION** for \$88,166.00 and interest, dated **MAY 10, 2010** and recorded on **JUNE 7, 2010** in **INSTRUMENT NO. 2010-032348**. Mortgage tax paid:

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR THE FIRST MORTGAGE CORPORATION, A CORPORATION** (assignor), to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated **FEBRUARY 19, 2014** and recorded on in **INSTRUMENT NO. _____**
BOOK TO BE RECORDED CONCURRENTLY.

