STATE OF INCIAN LAKE COUNTY FILED FOR RECORD

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MICHAEL B. BROWN RECORDER

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This Document Prepared By: **NATIONSTAR MORTGAGE LLC** 350 HIGHLAND DRIVE **LEWISVILLE, TX 75067** 1-888-366-1119

[Space Above This Line For Recording Data]

Original Recording Date: September 28, 2007 Original Loan Amount: \$162,500.00

Loan No: 596755152 Investor Loan No: 1705277311

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 29th day of August, 2013, between BARRY EDWARDS ("Borrower") and NATIONSTAR MORTGAGE LLC, whose address is 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated September 21, 2007 and recorded in Book/Liber N/A, Instrument No: 2007 077740, 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

8957 W DELAWARE PARKWAY, MUNSTER, IN 46321,

(Property Address)

the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof;

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 September 1, 2013, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$187,468.10, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 2. \$26,468.10 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The New Principal

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument

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Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$161,000.00. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 4.000%, from September 1, 2013. Borrower promises to make monthly payments of principal and interest of U.S. \$672.88, beginning on the 1st day of October, 2013, and continuing thereafter on the same day of each succeeding month until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The yearly rate of 4.000% will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The new Maturity Date will be September 1, 2053.

- 3. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
- 4. If Borrower makes a partial prepayment of Principal, Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.
- 5. 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.
- 6. 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

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument

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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. 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.
- administrators, and assigns of the Borrower.

 8. In the event that I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the loan documents and did not reaffirm the mortgage debt under applicable law, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.
- 9. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.



LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument

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Form 3179 1/01 (rev. 06/12) (page 3 of 6) In Witness Whereof, the Lender and I have executed this Agreement.



BARRY EDWARDS -Borrower [Space Below This Line For Acknowledgments] State of Indiana County of Before me, knowledged the execution of the annexed deed, (or mortgage as the case may be.) (name of grantor (Signature of person taking acknowledgment) My Commission Expires on County of Residence: the Lake County Recorder!



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LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument 8300b 11/12



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NATIONSTAR MORTGAGE LLC

By: Constant Secretary Title: Assistant Secretary			(Seal) - Lend	er
Title: Assistant Secretary 9-24-12	•			
Date of Lender's Signature	ow This Line	For Acknowledgments	<u>s</u> 1	
State of	OW THIS LINE	To Acknowledgments	PJ	
Delle	_			
Before me, Bianta Hocken Nationstar N	smith	, this 24 day of	Sytenser	2013
Knstanlove.	, the	Assistant S	ecretary	 of
Nationstar N	Nortgage LL	С		
(name of grantor) acknowledged the ex	ecution of the	e annexed deed, (or m	ortgage as the cas	se may be.)
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(Signature of person taking acknowledge	rement) F	FICIAL	CKE.	acres.
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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

Ross Scoggin

Printed Name

This Document Prepared By: NATIONSTAR MORTGAGE LLC 350 HIGHLAND DRIVE LEWISVILLE, TX 75067



Exhibit "A"

Loan Number: 596755152

Property Address: 8957 W DELAWARE PARKWAY, MUNSTER, IN 46321

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF LAKE, STATE OF INDIANA: THE NORTHERLY 27.50 FEET OF LOT 2, AND ALL OF LOT 3, IN BLOCK 2 IN INDEPENDENCE PARK, IN THE TOWN OF MUNSTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 24, PAGE 23, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.









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