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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 OCT 28 AM 8:54

MICHAEL B. BROWN
RECORDER

2014 068190

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

When recorded mail to: #:8976255
First American Title
Loss Mitigation Title Services 12106.1
P.O. Box 27670
Santa Ana, CA 92799
RE: FELICIE ROSARIO - PROPERTY RE



Tax/Parcel No. 450918352032000021

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Original Principal Amount: \$85,557.00

FHA/VA Case No.:703 151-8023240

Unpaid Principal Amount: \$72,475.89

Loan No: 9902224335

New Principal Amount \$72,475.89

New Money (Cap): \$0.00

Document is NOT OFFICIAL!
LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Document is the property of the Lake County Recorder!

This Loan Modification Agreement ("Agreement") made this 19TH day of AUGUST, 2014, between **ORLANDO FELICIE ROSARIO AND VALERIE FELICIE, HUSBAND & WIFE** ("Borrower") whose address is 2700 DECATUR ST, LAKE STATION, INDIANA 46405 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 JANUARY 31, 2006 and recorded on FEBRUARY 3, 2006 in INSTRUMENT NO. 2006 008752, 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

2700 DECATUR ST, LAKE STATION, INDIANA 46405
(Property Address)

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

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):

\$ 24
CK# 10757667
30v
1Ref
E

1. As of, **SEPTEMBER 1, 2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$72,475.89**, 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 **SEPTEMBER 1, 2014**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **367.22**, beginning on the **1ST** day of **OCTOBER, 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 **SEPTEMBER 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 Orlando FELICIA ROSARIO.
[Printed Name]



In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.

Rachel Fulks

By Rachel Fulks (print name)
Mortgage Document Officer (title)

9-29-2014
Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

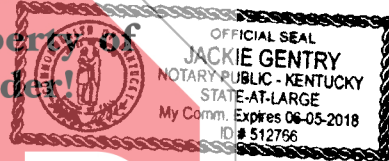
STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this *9-29-2014* by RACHEL FULKS, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A., a *National Banking Assoc*, on behalf of said national association.

Jackie Gentry
Notary Public

Printed Name: *Jackie Gentry*
My commission expires: *6-5-2018*



In Witness Whereof, I have executed this Agreement.

Orlando Felicie Rosario (Seal)

Borrower
ORLANDO FELICIE ROSARIO

9-19-2014
Date

Borrower (Seal)

Borrower

Date

Borrower (Seal)

Borrower

Date

Valerie Felicie (Seal)

Borrower
VALERIE FELICIE

9-19-2014
Date

Borrower (Seal)

Borrower

Date

Borrower (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 19 day of September, 2014, personally appeared ORLANDO FELICIE ROSARIO, VALERIE FELICIE, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

Herman A. Perez
Notary Public

Print Name: Herman A. Perez

My commission expires on: June 3, 2018

Residing in Porter County

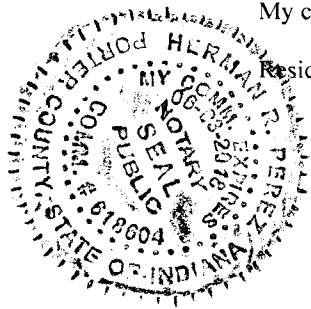


EXHIBIT A

BORROWER(S): ORLANDO FELICIE ROSARIO AND VALERIE FELICIE, HUSBAND & WIFE

LOAN NUMBER: 9902224335

LEGAL DESCRIPTION:

LOT NUMBERED 50 AND THE SOUTH 20 FEET 10 INCHES OF LOT 51 IN BLOCK 4 AS SHOWN ON THE RECORDED PLAT OF FIRST SUBDIVISION OF EAST GARY, IN THE CITY OF LAKE STATION RECORDED IN PLAT BOOK 7 PAGE 9 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. SUBJECT TO COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.

ALSO KNOWN AS: 2700 DECATUR ST, LAKE STATION, INDIANA 46405



**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by **ORLANDO FELICIE ROSARIO AND VALERIE FELICIE, HUSBAND & WIFE** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR THE FIRST MORTGAGE CORPORATION** for **\$85,557.00** and interest, dated **JANUARY 31, 2006** and recorded on **FEBRUARY 3, 2006** in **INSTRUMENT NO. 2006 008752**. Mortgage tax paid: \$

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR THE FIRST MORTGAGE CORPORATION** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated and recorded on **DECEMBER 11, 2012** in **INSTRUMENT NO. 2012086900**.

