

2015 007670

2015 FEB 10 AM 8:48

MICHAEL B. BROWN
RECORDER

When recorded mail to: #9000305
First American Title
Loss Mitigation Title Services 12106.1
P.O. Box 27670
Santa Ana, CA 92799
RE: LENDABARKER - PROPERTY REPO

This Document Prepared By:
MAGHAN TURNER
U.S. BANK N.A.
OWENSBORO, KY 42301
(800) 365-7772

~~When Recorded Mail To:~~
FIRST AMERICAN TITLE
ATTN: LMST
P.O. BOX 27670
SANTA ANA, CA 92799-7670

Tax/Parcel No. 451202327013000018

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Original Principal Amount: \$137,738.00

FHA/VA Case No.: 703 151-8812297

Unpaid Principal Amount: \$127,518.54

Loan No: 9902233228

New Principal Amount \$150,045.23

New Money (Cap): \$22,526.69

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 28TH day of OCTOBER, 2014, between FRANK P LENDABARKER INDIVIDUAL ("Borrower"), whose address is 4357 14TH LANE, HOBART, INDIANA 46342 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"), dated JULY 11, 2008 and recorded on JULY 24, 2008 in INSTRUMENT NO. 2008-053317, LAKE COUNTY, INDIANA, and (2) the Note, in the original principal amount of U.S. \$137,738.00, 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 4357 14TH LANE, HOBART, INDIANA 46342

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

22
1 rep
1425572
DN

LOT 189 IN GLEN WOOD ADDITION TO HOBART, UNIT NO. 7, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 43 AND PAGE 33 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

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, **OCTOBER 1, 2014** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$150,045.23**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$22,526.69** 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.
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 **4.3750%**, from **OCTOBER 1, 2014**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$749.15**, beginning on the **1ST** day of **NOVEMBER, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **OCTOBER 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.
3. 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.

4. 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.
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

FRANK P. LEONARDI

[Printed Name]

Jackie Centry

In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

By Jennifer L Mattingly (print name)
Mortgage Document Officer (title)

1-14-2015
Date

_____ [Space Below This Line for Acknowledgments] _____

LENDER ACKNOWLEDGMENT

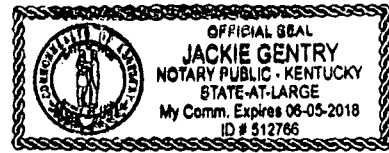
STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 1-14-2015 by
JENNIFER L MATTINGLY, 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.

[Signature] (Seal)
Borrower
FRANK P LENDABARKER

Borrower (Seal)

Date 1-9-15

Borrower (Seal)

Date

Borrower (Seal)

Date

Borrower (Seal)

Date

Borrower (Seal)

Date

Date

[Space Below This Line for Acknowledgments]

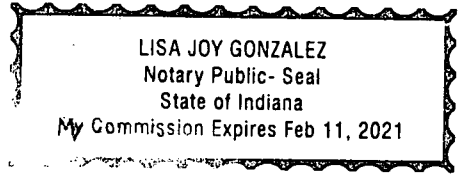
BORROWER ACKNOWLEDGMENT
STATE OF INDIANA,
COUNTY OF Lake

Before me, the undersigned, a Notary Public, in and for said County and State,
this ninth day of January, 2015, personally appeared **FRANK P LENDABARKER**, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument

WITNESS my hand and official seal.

[Signature]
Notary Public

Print Name: Lisa Joy Gonzalez
My commission expires on: 02-11-2021
Residing in Lake County



**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by **FRANK P LENDABARKER INDIVIDUAL** to **NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK** for \$137,738.00 and interest, dated **JULY 11, 2008** and recorded on **JULY 24, 2008** in **INSTRUMENT NO. 2008-053317**. Mortgage tax paid: \$

This mortgage was assigned from **NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK** (assignor), to **NATIONAL CITY MORTGAGE CO.** (assignee), by assignment of mortgage dated and recorded on **DECEMBER 22, 2008** in **INSTRUMENT NO. 2008-085713**.

This mortgage was assigned from **NATIONAL CITY MORTGAGE CO.** (assignor), to **U.S. BANK, N.A.** (assignee), by assignment of mortgage dated and recorded on **DECEMBER 22, 2008** in **INSTRUMENT NO. 2008-085714**.

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

