STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

When Recorded, Return to: Green Tree Servicing LLC Attn: Los Mitigation, T111 7360 South Kyrene Road Tempé, AZ \ 85283

2015 031038

2015 MAY 20 AM 9:00

MICHAEL B. BROWN RECORDER

This document was prepared by Green Tree Servicing LLC Attn: Loss Mitigation, T111 Jeff Koenig

7360 South Kyrene Road

Tempe, AZ 85283

Account No: 88144357 - 6

hen Recorded Return to: Indecomm Global Services As Recording Agent Only 260 Energy Lane 3t. Paul, MN 55108

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relationships that work

green tree

January 20

ORIGINAL

## **GREEN TREE**

Permanent Rate/Payment Modification, Removal of Balloon and Extension of Maturity Agreement

Servicer: Green Tree Servicing LLC

Account No .:

88144357 - 6

Customer Name(s): RONALD L. SCHMELLMEYER TAMMY W. SCHMELLMEYER Address:

6801 PENNSYLVANIA

**MERRILLVILLE, IN 46410** 

Original Loan Amount: \$109,800.00

Current Interest Rate: 8.75%
Current Maturity Date: October 5, 2014

Current Loan Amount: \$84,627.89

New Interest Rate: 3.00%

New Maturity Date: September 5, 2026

In this Agreement "I", "Me", or "My" refers to the Customer(s) signing below, while "You" or "Your" refers to the

This Agreement, made between Ronald L. Schmellmeyer and Tammy W. Schmellmeyer and Green Tree Servicing LLC ("Servicer"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated March 25, 1999 and recorded 04/01/1999 Instrument No. 99028427 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 6801 PENNSYLVANIA, MERRILLVILLE, IN 46410, the real property described being set forth as follows: See attachment.

You and I agree to permanently modify the interest rate and the monthly payment amount of My account described above until the account is paid in full. The interest rate on My Note/Retail Installment Contract or amendments thereto secured by a Mortgage Deed/Deed of Trust, where applicable, will be reduced from 8.75% to 3.00%, effective as of January 5, 2015 ("Effective Date"). Beginning February 5, 2015, I agree to remit to the Servicer monthly principal and interest payments in the amount of \$824.77 due on the 5th day of the month, plus any applicable fees. I will refer to My monthly Billing

PRM Balloon Removal and Extension Agreement, 01/26/2015

Statement for My newly modified interest rate payment, including applicable fees assessed to My account, such as insurance, escrow and/or late fees.

The balloon on My account in the amount of \$92,463.21 is hereby terminated and will be repaid over the new maturity date of My account. My Current Maturity Date is being extended by 144 Months. These payments are being added to the end of My account lengthening the maturity date of My account to September 5, 2026. My next payment due will be on February 5, 2015.

Past due protective advances, which could include, but are not limited to, advances for taxes, lot rent and/or attorney fees, will be deferred to the Effective Date of the modification, at which time, the advances will be scheduled for repayment until such time as they are paid in full and will be paid in addition to My regular monthly payment. Any unpaid Late Fees or NSF changes will remain due, unless paid.

The Total of Payments and the Finance Charge accrued and collected on My account will be greater than the amount disclosed in the Credit Agreement. Other than changes specified herein, this Agreement does not change any other terms contained in My Credit Agreement, or Mortgage Deed/Deed of Trust, where applicable.

Except as herein provided, I acknowledge that all other terms and conditions of the original Note/Retail Installment Contract or amendments thereto secured by a Mortgage Deed/Deed of Trust, where applicable, executed on March 30, 1999 shall remain in full force and effect. Upon breach of any provision of this Agreement, or upon payment default, the Servicer may terminate this Agreement, and all terms will revert to those specified in the original contract.

The Servicer is granting this permanent reduction in interest rate and monthly payment and extending My maturity date in consideration of Me making one full regular monthly payment to accompany this Agreement or, at the discretion of Green Tree, within 30 days prior to the date the Servicer receives this Agreement. If such payment has not been made within 30 days prior to the date the Servicer receives this Agreement, a payment in the amount of \$824.77 must be received by the Servicer along with this Agreement.

This Agreement is not binding until the Agreement, inclusive of all original terms, has been signed by the Customer(s); the

| one full regular monthly payment in good funds has been received by Agreement.         | the Servicer; and the Servicer has accepted the          |
|--|--|
| RONALD L. SCHMELLMEYER Signature and Date  | FAMMY WSCHMELLMEYER Signature and Date                   |
| Authorized By: Jeff D Koerkig  | Jeff D. Koenig Director of Default Services              |
| This communication is from a debt collector. It is an attempt to collect that purpose. | et a debt, and any information obtained will be used for |
| [Space Below This Line For Acknowledge   | ement]   |

| STATE OF: INDIANA )  |  |  |  |  |
|--|--|--|--|--|
| COUNTY OF Lake   |  |  |  |  |
| Before me, a Notary Public in and for said County and State, personally appeared   |  |  |  |  |
| RONALD L. SCHMELLMEYER and TAMMY W. SCHMELLMEYER   |  |  |  |  |
| who acknowledged the execution of the foregoing Mortgage, and who, having been duly sworn, stated that any representations therein contained are true. |  |  |  |  |
| Witness my hand and Notarial Seal this 17th day of March, 2015.  |  |  |  |  |
| ashler Elizabeth Fedak   |  |  |  |  |
| (Signature)  |  |  |  |  |
| (Printed Name) Notary Public   |  |  |  |  |
| (Printed Name) Notary Public   |  |  |  |  |
| My Commission Expires: 211122 County of Residence: Lake  |  |  |  |  |
| Ashley Elizabeth Fedak Notary Public, State of Indiana Resident of Lake County, IN My commission expires February 11, 2022                             |  |  |  |  |

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

## **ACKNOWLEDGMENT**

| STATE OF: <u>Arizona</u> ,                     |                               |  |
|--|-------------------------------|--|
| County ss: Maricopa,                           | MAR 1 9 2015                  |  |
| On this day of<br>Public in and for said state |                               | , before me, the undersigned, a Notary |
| Jeff D. Koenig, Licensed Lo                    | ss Mitigation Specialist of G | ireen Tree Servicing LLC               |

<u>Personally known to me</u> or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

BRIAN A. ABBEE
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires Oct. 15, 2016

**Notary Public** 

I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law

Scott Bobak

## **Attachment**

A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND P.M., DESCRIBED AS BEGINNING AT A POINT WHICH IS 501 FEET NORTH AND 1180 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION, THENCE NORTH 92 FEET, THENCE EAST 152.52 FEET TO THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION 92 FEET; THENCE WEST 152.53 FEET TO THE PLACE OF BEGINNING.

Lake County, IN

\*195316020-

\*U05316030\* 1399 5/13/2015 79896561/1