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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 031156

2015 MAY 20 AM 9:35

MICHAEL B. BROWN
RECORDER

This Document Prepared By:
BRANDY MANGALINDAN
CARRINGTON MORTGAGE SERVICES, LLC
CARRINGTON DOCUMENT SERVICES
SANTA ANA, CA 92705
1-866-874-5860

~~When recorded mail to: # 9375124~~

First American Title  S, LLC
Loss Mitigation Title Services 31982.1 S
P.O. Box 27670 50
Santa Ana, CA 92799

RE: ALCOSER - PROPERTY REPORT

Tax/Parcel No. 45-19-01-401-002.000-007

[Space Above This Line for Recording Data]

Original Principal Amount: \$140,008.00
Unpaid Principal Amount: \$131,089.94
New Principal Amount \$139,455.64
New Money (Cap): \$8,365.70

FHA/VA Case No.: FR1519057286703
Loan No: 4000053284

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 11TH day of APRIL, 2015, between CHARLES B ALCOSER ("Borrower"), whose address is 15306 RALSTON, LOWELL, INDIANA 46356 and CARRINGTON MORTGAGE SERVICES, LLC ("Lender"), whose address is 1610 E. SAINT ANDREW PL, SUITE B-150, SANTA ANA, CA 92705 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated ~~NOVEMBER 26, 2008~~ and recorded on DECEMBER 8, 2008 in INSTRUMENT NO. 2008 082794, LAKE COUNTY, INDIANA, and (2) the Note, in the original principal amount of U.S. \$140,008.00, 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 15306 RALSTON, LOWELL, INDIANA 46356

\$26.00
1 Re F
E ME
#1454253

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

LOT 2 IN DALECARLIA FAIRWAYS SUBDIVISION FIRST SECTION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 35 PAGE 78, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

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, **APRIL 1, 2015** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$139,455.64**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$8,365.70** 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 **4.2500%**, from **APRIL 1, 2015**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$686.04**, beginning on the **1ST** day of **MAY, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **APRIL 1, 2045** (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 Branchy Mangalinda
[Printed Name]

 ALCOSER
50026527

IN

FIRST AMERICAN ELS
MODIFICATION AGREEMENT



JA

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

In Witness Whereof, I have executed this Agreement.

Charles B Alcoser
Borrower: CHARLES B ALCOSER

4/20/15
Date

Borrower: _____

_____ Date

Borrower: _____

_____ Date

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 20th day of April, 2015, personally appeared **CHARLES**
B ALCOSER, said person being over the age of 18 years, and acknowledged the execution of the foregoing
instrument

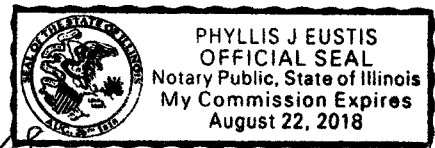
WITNESS my hand and official seal.

Phyllis Eustis
Notary Public

Print Name: PHYLLIS EUSTIS

My commission expires on: 8-22-2018

Residing in COOK County



In Witness Whereof, the Lender have executed this Agreement.

**JPMORGAN CHASE BANK, N.A., BY CARRINGTON MORTGAGE SERVICES, LLC AS
SERVICER AND ATTORNEY IN FACT**

By *Adel Issa* (print name)
Vice President (title)

4/28/15 Date

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

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.

State of _____)
County of _____

On _____ before me, *Stephane* Notary Public,
(Date) (here insert name and title of officer)

appeared **ADEL ISSA**, who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the company upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

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.

CALIFORNIA ALL – PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

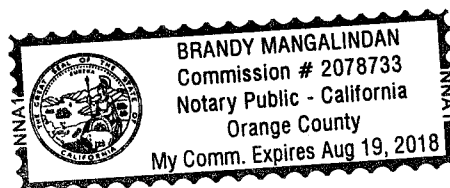
County of Orange

On 4/28/15, before me, Brandy Mangalindan, Notary Public, personally appeared, Adel Issa, who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)
Brandy Mangalindan



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Date: **APRIL 11, 2015**
Loan Number: **4000053284**
Lender: **CARRINGTON MORTGAGE SERVICES, LLC**
Borrower: **CHARLES B ALCOSER**
Property Address: **15306 RALSTON, LOWELL, INDIANA 46356**

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.


Borrower: **CHARLES B ALCOSER**

4/20/15
Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

Date: **APRIL 11, 2015**
Loan Number: **4000053284**
Lender: **CARRINGTON MORTGAGE SERVICES, LLC**
Borrower: **CHARLES B ALCOSER**
Property Address: **15306 RALSTON, LOWELL, INDIANA 46356**

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of **JPMORGAN CHASE BANK, N.A., BY CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND ATTORNEY IN FACT**

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.


Borrower: **CHARLES B ALCOSER**

4/11/15
Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

Borrower:

Date