

STATE OF INDIANA
LAKE COUNTY
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MICHAEL B. BROWN
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This Document Prepared By:
Azra Habibija

NATIONSTAR MORTGAGE LLC
8950 CYPRESS WATERS BLVD
COPELL, TX 75019
888-480-2432

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Original Recording Date: **October 06, 2006**

Loan No: **596725767**

Original Loan Amount: **\$182,600.00**

Investor Loan No: **1702319273**

MIN Number: **100157805030102926**



LOAN MODIFICATION AGREEMENT

(Providing For Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 21st day of July, 2015, between **EVETTE Q. SANTOS** ("Borrower") and **NATIONSTAR MORTGAGE LLC**, whose address is **8950 CYPRESS WATERS BLVD, COPPELL, TX 75019** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of 1901 E. Voorhees Street, Suite C, Danville, IL 61834 or P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **September 28, 2006** and recorded in **Book/Liber N/A**, Instrument No: **2006 087633**, 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 **2493 NORTH HANSEN BOULEVARD, HOBART, IN 46342**,
(Property Address)

the real property described being set forth as follows:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF LAKE, STATE OF INDIANA: LOT 21 AS SHOWN ON THE RECORDED PLAT OF HILLMAN HEIGHTS RECORDED IN PLAT BOOK 80 PAGE 54, 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 **July 1, 2015**, the amount payable under the Note and the Security Instrument (the "New



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5170904
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Principal Balance") is U.S. \$207,120.96, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

2. \$16,220.96 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 Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$190,900.00. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 4.000%, from July 1, 2015. Borrower promises to make monthly payments of principal and interest of U.S. \$797.84, beginning on the 1st day of August, 2015, 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 July 1, 2055.
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 of 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; 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.



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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.
- (f) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Mortgagee, of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of 1901 E. Yocum Street, Suite C Danville, IL 61834 or P.O. Box 2026, Flint, MI 48501-2026, tel, (888) 679-MERS.

- 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.



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In Witness Whereof, the Lender and I have executed this Agreement.

Evette Q Santos
EVETTE Q. SANTOS -Borrower

7-28-2015

(Seal)

_____[Space Below This Line For Acknowledgments]_____

State of Indiana

County of Lake

Before me, a Notary Public in and for said County and State, personally appeared **EVETTE Q. SANTOS**, 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 28 day of July, 2015.

County of Residence: La Porte

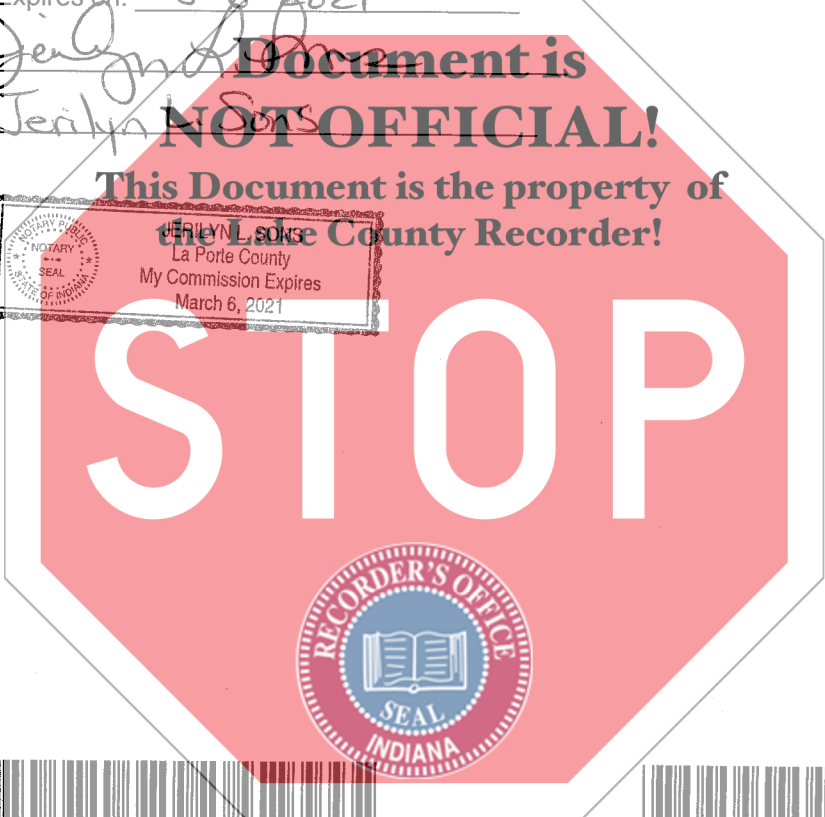
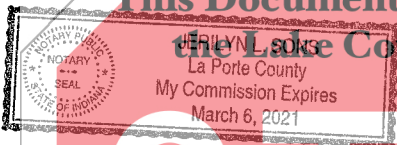
My Commission Expires on: 3-6-2021

Signature: Jerilyn Santos

Printed: Jerilyn Santos

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NATIONSTAR MORTGAGE LLC

By: Azra Habibija (Seal) - Lender

Name: Azra Habibija

Title: Assistant Secretary

8/25/15

Date of Lender's Signature

[Space Below This Line For Acknowledgments]

The State of TX
County of Dallas

Before me Erica White /Notary Public (name/title of officer) on this day personally appeared Azra Habibija, the Assistant Secretary of Nationstar Mortgage LLC, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 25th day of August, A.D., 2015.

Erica White

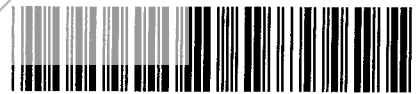
Signature of Officer

Notary Public
Title of Officer

My Commission expires :



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Azra Habibija

Azra Habibija

8/25/15

Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Title: Assistant Secretary

[Space Below This Line For Acknowledgments]

The State of TX
County of Dallas

Erica White

Before me _____/Notary Public (name/title of officer) on this day personally appeared Azra Habibija, the Assistant Secretary of Mortgage Electronic Registration Systems, Inc, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 25th day of August, A.D., 2015.

Erica White

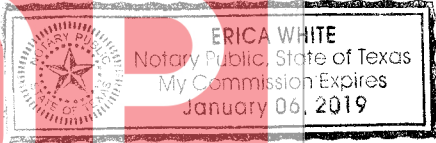
Signature of Officer

Notary Public
Title of Officer

My Commission expires :

~~11/1/19~~
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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 Azra Habibija
Azra Habibija

Printed Name _____

This Document Prepared By:
Azra Habibija
NATIONSTAR MORTGAGE LLC
8950 CYPRESS WATERS BLVD
COPPELL, TX 75019



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