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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2015 062714

2015 SEP 14 AM 9:01

MICHAEL B. BROWN  
RECORDER

This Document Prepared By:  
**JEREMY J STEWARD**  
WELLS FARGO BANK, N.A.  
MAC # X2303-01N  
1 HOME CAMPUS  
DES MOINES, IA 50328

✓

When Recorded Mail To:  
WELLS FARGO BANK, N.A.  
ATTN: LIEN PROCESSING  
P.O. BOX 31557  
BILLINGS, MT 59107-9900

Tax/Parcel #: 12-14-0289-0016

Original Principal Amount: \$89,000.00  
Unpaid Principal Amount: \$88,999.49  
New Principal Amount \$88,999.49  
New Money (Cap): \$0.00

Investor Loan No.:  
Loan No: \*\*\*\*1998



This Modification Agreement ("Agreement"), made this 30TH day of JULY, 2015, between **MICHAEL D. MUCHARSKI AND KIMBERLY A. MUCHARSKI, HUSBAND AND WIFE** ("Borrower"), whose address is **727 HILBRICH COURT, DYER, INDIANA 46311**, and **WELLS FARGO BANK, N.A.** ("Lender"), whose address is **1 HOME CAMPUS, DES MOINES, IA 50328**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **DECEMBER 8, 2005** and recorded on **DECEMBER 30, 2005** in **INSTRUMENT NO. 2005 115502**, 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

**727 HILBRICH COURT, DYER, INDIANA 46311**  
(Property Address)

WHE Custom PSR Master 07202015\_320

First American Mortgage Services

Page 1

HEQ-MT  
\*\*\*\*1998



AMOUNT \$ 24  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # 9736219  
OVERAGE 3  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CI ERK RM

12/8

the real property described being set forth as follows:

**SEE SCHEDULE A**

**1. RECITALS**

- a. In this Modification Agreement ("Agreement"), the words "I," "me," and "my" refer to each borrower who signs this Agreement. The words "You," "Your," and "Bank" refer to Wells Fargo Bank, N.A.
- b. This Agreement modifies my line of credit dated **DECEMBER 8, 2005** in the original principal amount of **\$89,000.00**, made payable to Bank or its predecessor-in-interest (the "Note"). The Note is secured by a mortgage or deed of trust or other security document (the "Security Instrument") dated the same date as the Note, secured by my property above (the "Property"). The Security Instrument is also changed to the extent necessary to reflect the changes in this Agreement. Finally, this Agreement amends and supersedes the terms of any modification, forbearance and/or trial period plan or workout plan previously entered into, if any, on this Account.
- c. The "Effective Date" of this Agreement shall be the date that this Agreement, signed by all Borrowers, is received by the Bank. I understand that if the executed Agreement is not received by the Bank within fifteen (15) days of the Date of this Agreement shown above, this Agreement shall be void, and none of its provisions shall apply.

**2. CURRENT TERMS**

The current terms of my Note, as of the date of this Agreement shown above, are:

Account Ending in \*\*\*\*1998

- Outstanding Principal Balance \$88,999.49
- Monthly payment \$314.46 variable
  - Payment consists of INTEREST ONLY
- Interest rate: variable currently 4.2400% per year with a ceiling of 18.000%
- Monthly Due Date The 25TH day of each month
- Maturity Date: **DECEMBER 8, 2045**

**3. MODIFIED TERMS**

- a. I have requested, and the Bank has agreed, to modify my Note as described in this Agreement.
- b. I agree that I will comply with and be bound by all covenants, agreements, and requirements of my original Account documents, except to the extent that such documents are modified by the Agreement. I certify that the Account documents are composed of duly valid, binding agreements, enforceable in accordance with their terms. I understand that nothing in the Agreement shall be understood or constructed to be a satisfaction or release in whole or in part of the obligations contained in the loan documents as modified by this Agreement. If my Account is currently in foreclosure, the Bank agrees to suspend or cancel the foreclosure action, so long as the terms and conditions of this Agreement are met.

- c. I agree that each of the balances of my Note set forth above (if more than one is shown) shall be consolidated into one modified account, and the new modified terms of my Note as set forth below in this Agreement shall apply to the entire consolidated balance of my Note.
- d. The new terms of my Note pursuant to this Agreement are as follows:
- New Principal Balance: **\$88,999.49**
  - Maturity Date (the "New Maturity Date"): **APRIL 25, 2048**
  - Interest rate, monthly payment and monthly due dates are outlined below
- e. My first payment under the new terms above will be due on **AUGUST 25, 2015**.
- f. I understand that my interest rate will follow the rate schedule outlined below, and shall step up on the dates and to the rates outlined in the schedule.
- g. My modified interest rate and payment schedule is as follows:

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On	Number of Monthly Payments
1-60	3.6700%	07/30/2015	\$389.49	08/25/2015	60
61-72	4.6700%	07/26/2020	\$435.87	08/25/2020	12
73-393	5.6700%	07/26/2021	\$483.55	08/25/2021	321

- h. I understand that the Monthly Payment consists only of principal and interest. The final payment will be the amount needed to repay the outstanding balance under the new terms shown above in full, including any Deferred Principal Amount portion of the outstanding balance. This assumes that all payments will be made on their due dates. If my payments are not consistently made when due, my new monthly Payment may not fully repay the amount owed over the term of the Note and my final payment may be higher.
- i. The Bank has agreed to waive unpaid interest accrued to the Date of this Agreement, and any late charges accrued to the Date of this Agreement that I may owe other than principal. The Bank also waives any penalty for full or partial prepayment of the Account, if present in the original Note.
- j. Currently I have a past due amount on my Account. The Bank and I agree that if the terms of this Agreement are followed, my Account will not be considered past due from the date of this Agreement on a go-forward basis.
4. **INTEREST RATE DISCOUNTS REPLACED**  
The reduced interest rate replaces any discounts, including for automatic payments and rate buy-downs, I may previously have received, whether or not that discount is specified in this section.
5. **SALE OF PROPERTY**  
Upon sale, transfer, hypothecation, assignment, or encumbrance, whether voluntary, involuntary, or by operation of law, of all or any part of the Property or any interest therein, then at its sole option, the Bank

may, by written notice declare all obligations secured hereby immediately due and payable, except to the extent that such acceleration is prohibited by law.

6. **BORROWER CERTIFICATION**

I attest, under penalty of perjury, all documents and information that I provided to the Bank are true and correct. I agree to execute any documents, including corrected documents and replacements for lost documents, necessary to consummate the transactions contemplated in the Agreement, within fifteen (15) days of the Bank's request.

7. **TERMINATION OF FUTURE ADVANCES**

If my account is a line of credit, Bank and I have previously agreed that I no longer have any draw privileges on the Account. This was a permanent change and not contingent on this modification.

8. **HOME ASSET MANAGEMENT ACCOUNT ("HAMA Accounts")**

I agree that if the Account evidenced by my Note is a HAMA account, I consent to the permanent termination of the following features of my Account

- Increases and/or reviews of the credit line based upon increases in the property value.
- Increases and/or reviews of the credit line based upon the amount of principal paid on my first mortgage.

9. **OPTIONAL PAYMENT PROTECTION CANCELLATION**

If I purchased optional credit insurance or an optional debt cancellation plan in connection with the credit agreement, and if such insurance or plan was not previously cancelled, I have requested that such credit insurance or debt cancellation plan be cancelled. Credit insurance means credit life, disability, and/or involuntary unemployment insurance. Debt Cancellation means the Loan Assurance Plan.

10. **TITLE INSURANCE**

I agree that this Agreement will be null and void if you are unable to receive all necessary title endorsement(s), title insurance product(s) and/or subordination agreement(s).

11. **NOTICE TO CONSUMER**

This is a Consumer Credit Transaction. I understand that:

- I should not sign this Agreement before I read the entire document, even if otherwise advised.
- I should not sign this Agreement if it contains any blank spaces.
- I am entitled to an exact copy of this Agreement and any other agreements I sign.
- If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure.

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.

Osborn Steward  
[Printed Name]



I received and read a completed copy of this Agreement before I signed it. I agree to all its terms. ALL BORROWERS MUST SIGN THIS AGREEMENT AND RETURN ALL PAGES OF THIS DOCUMENT IN ORDER FOR IT TO BE EFFECTIVE

Kimberly A. Mucharski  
Borrower: KIMBERLY A MUCHARSKI

8-11-15  
Date

[Signature]  
Borrower: MICHAEL D MUCHARSKI

8-11-15  
Date

Borrower: \_\_\_\_\_

Date \_\_\_\_\_

Borrower: \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

STATE OF Ill.  
COUNTY OF Cook

Before me, the undersigned, a Notary Public, in and for said County and State, this 11th day of Aug., 2015, personally appeared KIMBERLY A MUCHARSKI, MICHAEL D MUCHARSKI, 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: FRANCES BANNISTER

My commission expires on: 11-15-2019

Residing in Cook County



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, NA DBA AMERICA'S SERVICING COMPANY

By: (print name) Dhara P. Parekh (title) Vice President Loan Documentation (sign) D.P. Parekh Date 8/17/15

[Space Below This Line for Acknowledgments]

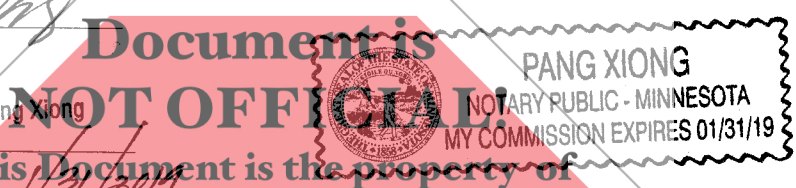
LENDER ACKNOWLEDGMENT

STATE OF MN COUNTY OF Dakota

The instrument was acknowledged before me this 8/17/2015 by Dhara P. Parekh the Vice President Loan Documentation of WELLS FARGO BANK, NA DBA AMERICA'S SERVICING COMPANY, a Vice President Loan Documentation, on behalf of said company.

Pang Xiong  
Notary Public

Printed Name: Pang Xiong  
My commission expires: 1/31/2019



SCHEDULE A

LOT 67 IN MALLARD COVE ESTATES, UNIT 2, AN ADDITION TO THE TOWN OF DYER, INDIANA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 88 PAGE 97. IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

