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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2015 SEP 18 AM 8:45
MICHAEL B. BROWN
RECORDER

~~When recorded mail to: #9319610~~
First American Title
Loss Mitigation Title Services 12106.1
P.O. Box 27670
Santa Ana, CA 92799
RE: DROBAC - PROPERTY REPORT

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

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

Tax/Parcel #: 450928304003000018

[Space Above This Line for Recording Data]
Original Principal Amount: \$75,117.00
Unpaid Principal Amount: ~~\$60,967.55~~
New Principal Amount \$81,272.95
New Money (Cap): \$20,305.40
FHA/VA/RHS Case No.: 703 151-4540776
Loan No: 2986980213



LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 21ST day of JULY, 2015, between **MARK A DROBAC AND, MIKELL DROBAC HUSBAND AND WIFE** ("Borrower"), whose address is **233 BRANDT PLACE, 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 **MARCH 24, 1994** and recorded on **APRIL 4, 1994** in **INSTRUMENT NO. 94024375, LAKE COUNTY, INDIANA**, and (2) the Note, in the original principal amount of U.S. \$75,117.00, 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 **233 BRANDT PLACE, HOBART, INDIANA 46342**

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

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 "Unpaid Principal Balance") is U.S. **\$81,272.95**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$20,305.40** 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 **4.0000%**, from **JULY 1, 2015**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$388.01**., beginning on the **1ST** day of **AUGUST, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JULY 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 Jackie Gentry
[Printed Name]



In Witness Whereof, I have executed this Agreement.

Mark A. Drobac
Borrower: MARK A DROBAC

7-27-15
Date

Mikell Drobac
Borrower: MIKELL DROBAC

7-27-15
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 27th day of July, 2015, personally appeared **MARK A
DROBAC, MIKELL DROBAC**, said person being over the age of 18 years, and acknowledged the execution
of the foregoing instrument

WITNESS my hand and official seal.

**Document is
NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder**

Notary Public

Print Name:

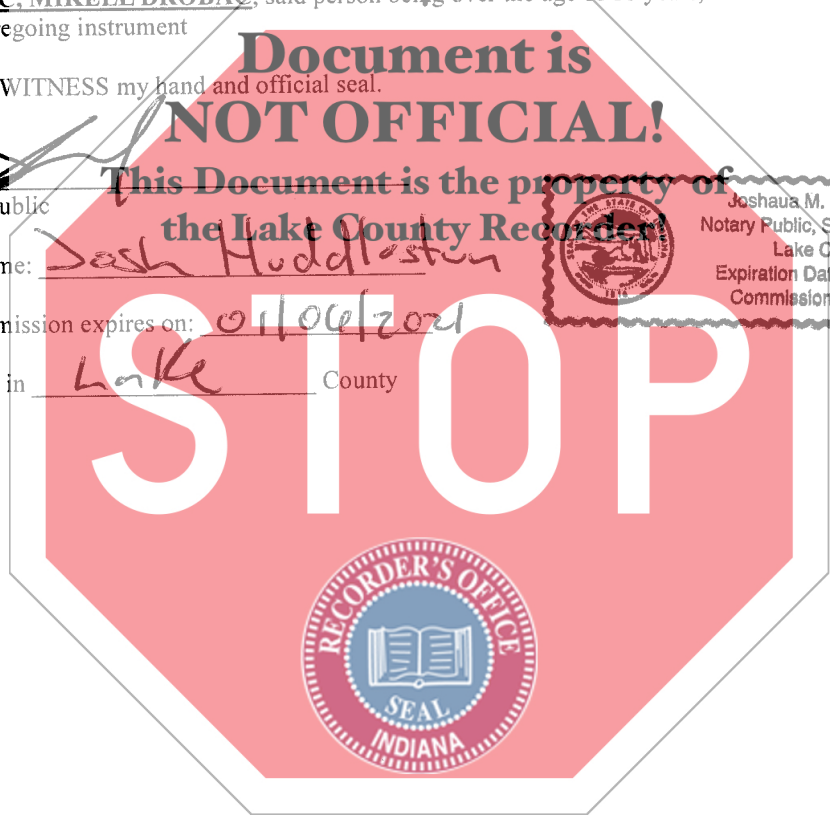
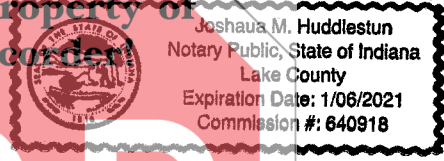
My commission expires on:

Residing in

Josh Huddleston

01/06/2021

Lake County



In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK, N.A. S/B/M FIRSTAR BANK, N.A. S/B/M STAR BANK, N.A. S/B/M GREAT FINANCIAL BANK, FSB S/B/M LINCOLN SERVICE MORTGAGE CORPORATION

By Angela Evans (print name) 8-7-15 Date
Mortgage Document Officer (title)

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 8-7-15 by ANGELA EVANS, the MORTGAGE DOCUMENT OFFICER of U.S. BANK, N.A. S/B/M FIRSTAR BANK, N.A. S/B/M STAR BANK, N.A. S/B/M GREAT FINANCIAL BANK, FSB S/B/M LINCOLN SERVICE MORTGAGE CORPORATION, a National Banking Assoc., on behalf of said national association.

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

J. Hill
Notary Public

Printed Name: JAMIE HILL
My commission expires: 7-29-17

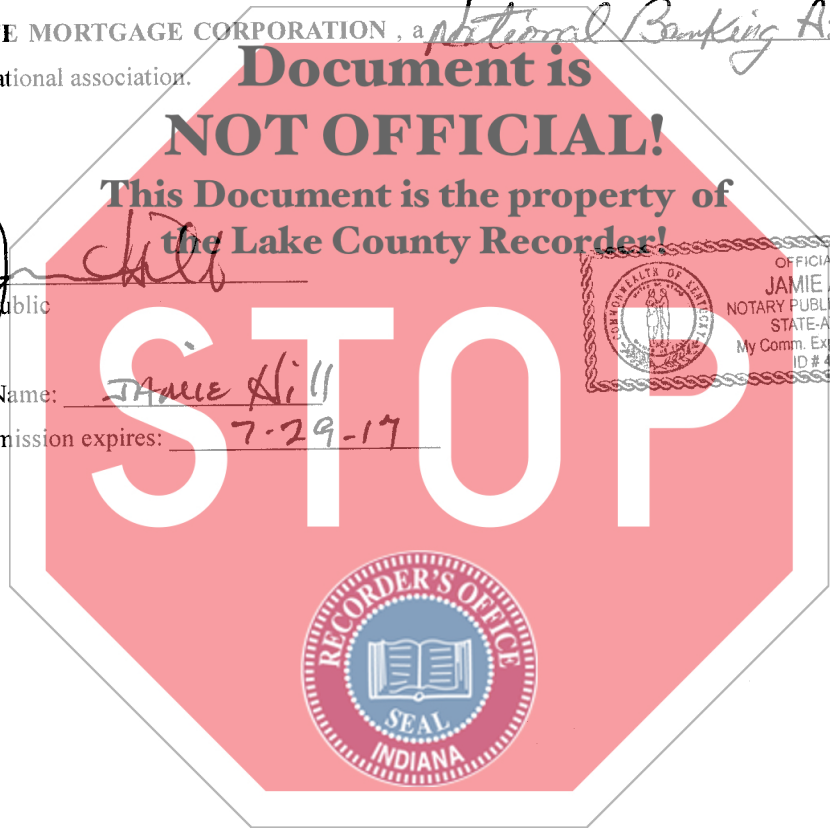
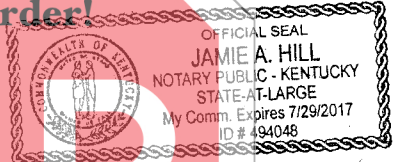


EXHIBIT A

BORROWER(S): MARK A DROBAC AND, MIKELL DROBAC HUSBAND AND WIFE

LOAN NUMBER: 2986980213

LEGAL DESCRIPTION:

LOT 39 IN PALM GARDENS UNIT NO. 2, IN THE CITY OF HOBART, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 41, PAGE 41, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. SUBJECT TO THE FOLLOWING EASEMENTS, COVENANTS, AND RESTRICTIONS CONTAINED IN PRIOR INSTRUMENTS OF RECORD; ALL BUILDING AND ZONING LAWS, ORDINANCES, LEGAL DRAINS, RIGHT-OF-WAY, AND OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OF THE PREMISES.

ALSO KNOWN AS: 233 BRANDT PLACE, HOBART, INDIANA 46342

50529867 DROBAC

FIRST AMERICAN ELS
MODIFICATION AGREEMENT



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