STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2015 066436

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MICHAEL 8. BROWN RECORDER

Wine #:9397654 First American Title Loss Mitigation Title Services 12106.1 P.O. Box 27670 Santa Ana, CA 92799 RE: PITTMAN-JENKINS - PROPERTY R

This Document Prepared By: **CRISTIN MILLAY** 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 92799-7678

Document is

Tax/Parcel #: 45061215501200002

Original Principal Amount: \$107,025.00

Unpaid Principal Amount: \$107,025.00

FHA/VA/RHS Case No.:703 156-1501978

Unpaid Principal Amount: \$102,894,061ent is the property: 68\$0454474

New Principal Amount \$196,974.86 New Money (Cap): \$4,080.80 Lake County Recorder!

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 11TH day of AUGUST, 2015, between ELLA PITTMAN-JENKINS, MARCINE ALEXANDER, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON ("Borrower"), whose address is 3 169TH STREET, HAMMOND, INDIANA 46324 and U.S. BANK N.A. ("Lender"), whose address is 4801 FREDERICA ST, OWENSBORO, KY 43301 and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), cated NO 2200 BER 28, 2012 and recorded on DECEMBER 7, 2012 in INSTRUMENT NO. 2012 086322; LAKE COUNTY, INDIANA, and (2) the Note, in the original principal amount of U.S. \$107,025.00, 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 "Property," located at

3 169TH STREET, HAMMOND, INDIANA 463241

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6850454474 10 V 20 10 V HM #1500-798

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

LOT 31 IN RIDGEMOOR ADDITION TO HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 17, PAGE 22, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE

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, SEPTEMBER 1, 2015 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$106,974.86, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$4,080.80 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 3.3750%, from SEPTEMBER 1, 2015. The Borrower promises to make monthly payments of principal and interest of U.S. \$472.93,, beginning on the 1ST day of OCTOBER, 2015, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on SEPTEMBER 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 Control of a payment 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 rate 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 to be 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 Toxior Hovel.

[Printed Name]



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in witness whereof, I have executed this Agreement.	8-18-15
Borrower ELLA PITTMAN-JENKINS	Date
my hall w	8-18,15
Borrower: MARCINE ALEXANDER	Date
Borrower:	Date
Borrower:	Date
[Space Below This Line for Acknowledgments]	
BORROWER ACKNOWLEDGMENT STATE OF INDIANA, COUNTY OF COOK Before me, the undersigned, a Notary Public, in and for said County and State, this day of Ang personally a PITTMAN-JENKINS, MARCINE ALEXANDER, said person being over the age of 1 acknowledged the execution of the foregoing instrument WITNESS my hand and official seal. This Document is the Lake County English State of trinois Notary Public The Lake County English State of trinois Residing in County	
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EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by ELLA PITTMAN-JENKINS, MARCINE ALEXANDER, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR HORIZON BANK, N.A., NATIONAL ASSOCIATION IS ORGANIZED AND

EXISTING UNDER THE LAWS OF INDIANA for \$107,025.00 and interest, dated NOVEMBER 28, 2012 and recorded on DECEMBER 7, 2012 in INSTRUMENT NO. 2012 086422. Mortgage tax paid: \$

This mortgage was assigned from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR HORIZON BANK, N.A., NATIONAL ASSOCIATION (assignor), to U.S. BANK NATIONAL ASSOCIATION (assignee), by assignment of mortgage dated and recorded on NOVEMBER 6, 2014 in INSTRUMENT NO. 2014 070376.

