

2015 067046

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 SEP 29 AM 10:48

MICHAEL B. BROWN
RECORDER

When recorded mail to: #9603875
First American Title
Loss Mitigation Title Services 31982.1
P.O. Box 27670
Santa Ana, CA 92799
RE: SCHMITT - PROPERTY REPORT

This Document Prepared By:
MONICA VELA
CARRINGTON MORTGAGE SERVICES, LLC
CARRINGTON DOCUMENT SERVICES
ANAHEIM, CA 92806
1-866-874-5860

When Recorded Mail To:
CARRINGTON MORTGAGE SERVICES, LLC
CARRINGTON DOCUMENT SERVICES
1600 SOUTH DOUGLASS ROAD, SUITE 200A
ANAHEIM, CA 92806

Tax/Parcel #: 45-15-26-484-041.000-043

[Space Above This Line for Recording Data]

Original Principal Amount: \$121,512.00
Unpaid Principal Amount: \$110,745.14
New Principal Amount \$118,453.99
New Money (Cap): \$7,710.76

FHA/VA/RHS Case
No.: FR1519255313703
Loan No: 6000012034

STOP
Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder.
LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 21ST day of AUGUST, 2015, between ROBERT W SCHMITT AND KRYSTLE PETRITSCH JOINT TENANTS WITH RIGHT OF SURVIVORSHIP ("Borrower"), whose address is 14010 WHEELER STREET, CEDAR LAKE, INDIANA 46303 and CARRINGTON MORTGAGE SERVICES, LLC ("Lender"), whose address is 1600 SOUTH DOUGLASS ROAD, SUITE 200A, ANAHEIM, CA 92806 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated FEBRUARY 24, 2009 and recorded on MARCH 5, 2009 in INSTRUMENT NO. 2009-013977, LAKE COUNTY, INDIANA, and (2) the Note, in the original principal amount of U.S. \$121,512.00, 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

*1 ref
300
JL
AM
#15253604*

14010 WHEELER STREET , CEDAR LAKE, INDIANA 46303

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

LOTS 1 TO 4, BOTH INCLUSIVE, BLOCK 9, PLAT "A", THE SHADES, CEDAR LAKE, AS SHOWN IN PLAT BOOK 11, PAGE 13, IN 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, **SEPTEMBER 1, 2015** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$118,455.90**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$7,710.76** 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 **SEPTEMBER 1, 2015**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$565.53**, plus property taxes, hazard insurance, and any other permissible escrow items of U.S. **\$ 239.75**, 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 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 Robert Schmitt Krystle Petrusch
[Printed Name]



In Witness Whereof, I have executed this Agreement.

[Signature]
Borrower: **ROBERT W SCHMITT**

9/12/15
Date

[Signature]
Borrower: **KRYSTLE PETRITSCH**

9/12/15
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 12 day of September 2015, personally appeared **ROBERT W SCHMITT, KRYSTLE PETRITSCH**, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument

WITNESS my hand and official seal.

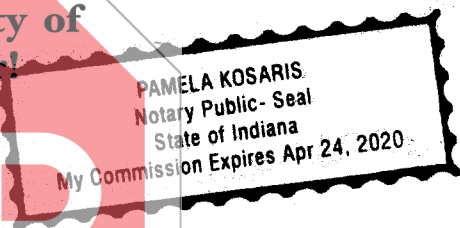
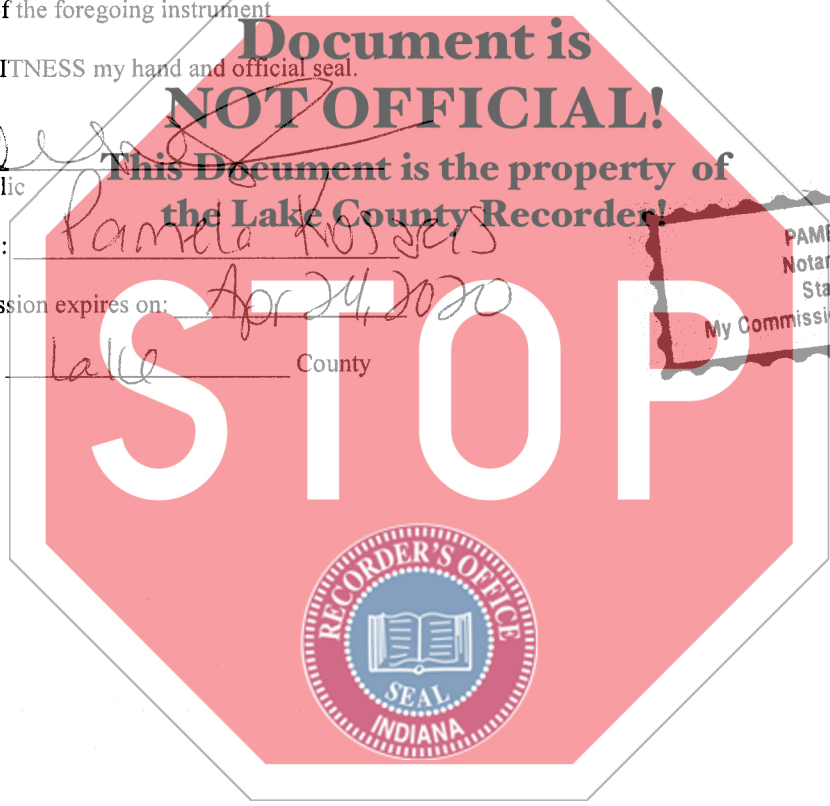
[Signature]
Notary Public

Notary Public

Print Name: Pamela Kosaris

My commission expires on: Apr 24, 2020

Residing in Lake County



In Witness Whereof, the Lender have executed this Agreement.

CARRINGTON MORTGAGE SERVICES, LLC

By ADEL ISSA (print name)
Vice President (title)

9/15/15 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 CA
County of Orange

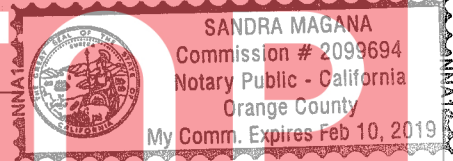
On 09-15-15 before me, Sandra Magana Notary Public,
(Date) (here insert name and title of officer)

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]
Signature of Notary Public



Date: AUGUST 21, 2015
Loan Number: 6000012034
Lender: CARRINGTON MORTGAGE SERVICES, LLC
Borrower: ROBERT W SCHMITT , KRYSTLE PETRITSCH
Property Address: 14010 WHEELER STREET , CEDAR LAKE, INDIANA 46303

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.

	Document is	<u>9/12/15</u>
Borrower: ROBERT W SCHMITT	NOT OFFICIAL!	Date
	This Document is the property of	<u>9/12/15</u>
Borrower: KRYSTLE PETRITSCH	the Lake County Recorder!	Date
Borrower: _____		_____
Borrower: _____		Date
Borrower: _____		Date
Borrower: _____		Date

Date: AUGUST 21, 2015

Loan Number: 6000012034

Lender: CARRINGTON MORTGAGE SERVICES, LLC

Borrower: ROBERT W SCHMITT , KRYSTLE PETRITSCH

Property Address: 14010 WHEELER STREET , CEDAR LAKE, INDIANA 46303

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of CARRINGTON MORTGAGE SERVICES, LLC

(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: ROBERT W SCHMITT

9/12/15
Date

Borrower: KRYSTLE PETRITSCH

9/12/15
Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

