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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2015 068181

2015 OCT -5 AM 10: 25

MICHAEL B. BROWN  
RECORDER

Prepared by: Michael L. Riddle  
Middleberg Riddle Group  
717 N. Harwood, Suite 1600  
Dallas, TX 75201

Recording Requested By and Return To:  
FLAGSTAR SERVICING  
MODIFICATION  
9990 RICHMOND AVE, STE 400 S  
HOUSTON, TX 77042

When recorded mail to: #9038106  
First American Title  
Loss Mitigation Title Services 449.6  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: CHAVARRIA - PROPERTY REPORT

Loan No. 0502526979

(Space Above This Line For Recording Data)

Data ID: 376

Borrower: VICTOR A CHAVARRIA  
Original Recorded Date: May 12, 2009  
FHA CASE NO.: 151-9308078 703

Original Principal Amount: \$254,465.00  
Current Unpaid Principal Balance: \$237,798.96  
New Principal Balance: \$237,798.96

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**FHA HOME AFFORDABLE MODIFICATION AGREEMENT**

(Step Two of Two-Step Documentation Process)

Borrower ("I")<sup>1</sup>: VICTOR A. CHAVARRIA AND BLYTHE L. CHAVARRIA, HUSBAND AND WIFE,  
whose address is 1841 E 106TH AVE, CROWN POINT, INDIANA 46307-7085

Lender ("Lender"): FLAGSTAR BANK, 9990 RICHMOND AVE., SUITE 400 SOUTH, HOUSTON, TX 77042

Date of First Lien Security Instrument ("Mortgage") and Note ("Note"): April 15, 2009

Loan Number: 0502526979

Property Address: 1841 E 106TH AVE, CROWN POINT, INDIANA 46307-7085 ("Property")

SEE LEGAL DESCRIPTION ATTACHED HERETO, AND MADE A PART HEREOF



<sup>1</sup> If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

1-ref 28 E  
WM  
#1503719

Recorded in INSTRUMENT NO. 2009 031433 of the Official Records of the County Recorder's or Clerk's Office of LAKE COUNTY, INDIANA.

If my representations in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the First Lien Mortgage on the Property, and (2) the Note secured by the First Lien Mortgage. The First Lien Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents; I previously entered into the Trial Period Plan and the Loan Workout Plan with Lender.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations.** I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the FHA Home Affordable Modification program ("Program"));
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and
- G. I have timely made or will make all payments required under a Trial Period Plan or Loan Workout Plan.

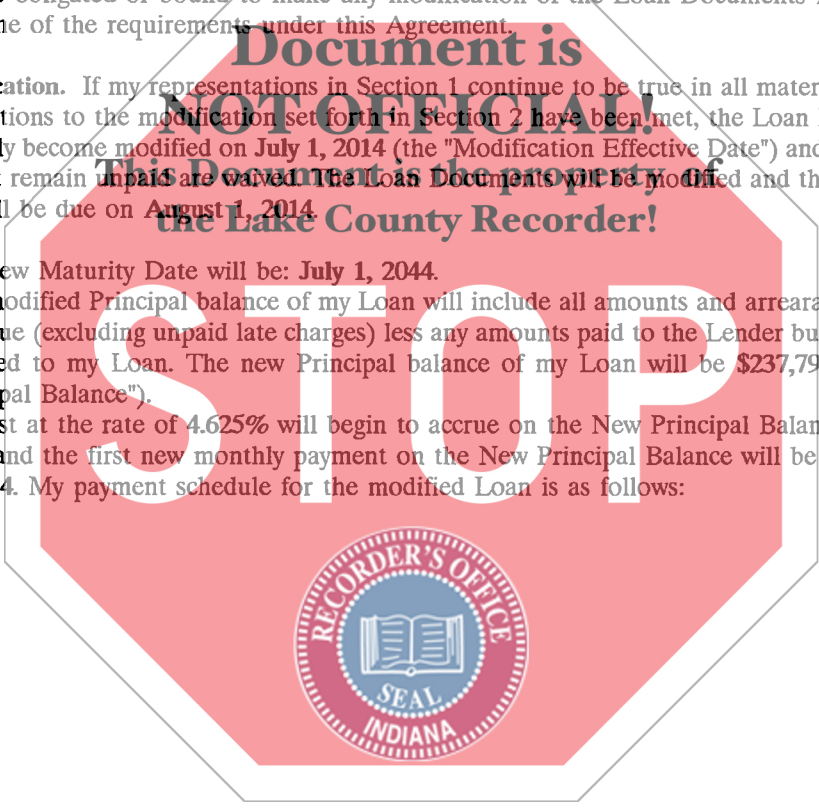


2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this Agreement;
- B. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- C. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. **The Modification.** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on July 1, 2014 (the "Modification Effective Date") and all unpaid late charges that remain unpaid are waived. The Loan Documents will be modified and the first modified payment will be due on August 1, 2014.

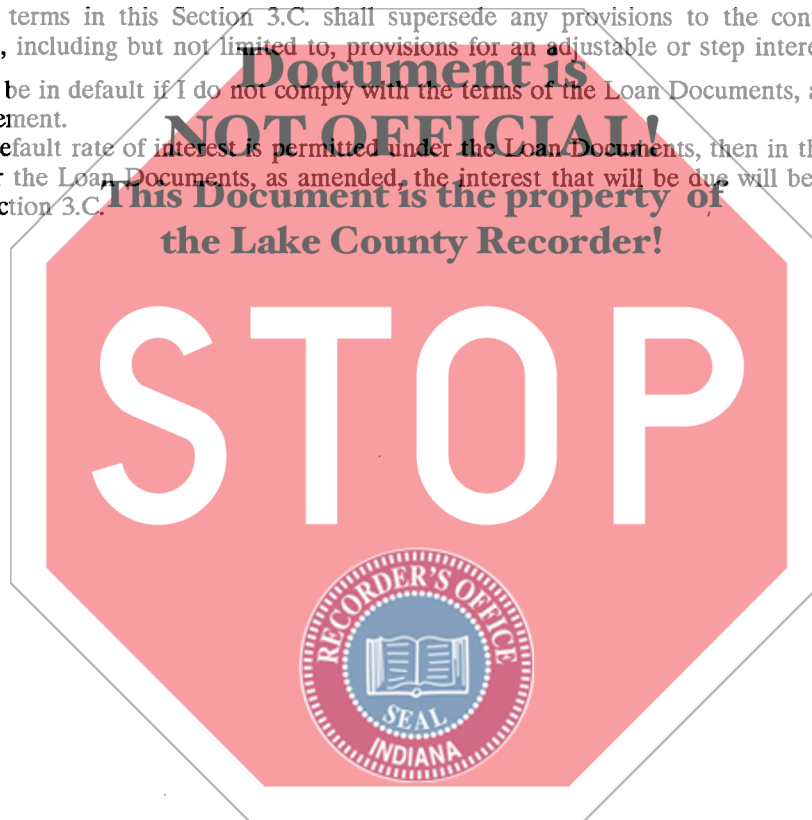
- A. The new Maturity Date will be: July 1, 2044.
- B. The modified Principal balance of my Loan will include all amounts and arrearages that will be past due (excluding unpaid late charges) less any amounts paid to the Lender but not previously credited to my Loan. The new Principal balance of my Loan will be \$237,798.96 (the "New Principal Balance").
- C. Interest at the rate of 4.625% will begin to accrue on the New Principal Balance as of July 1, 2014 and the first new monthly payment on the New Principal Balance will be due on August 1, 2014. My payment schedule for the modified Loan is as follows:



Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
30	4.625	07/01/14	\$1,222.62	\$505.94, adjusts annually after year 1	\$1,728.56, adjusts annually after year 1	08/01/14	360

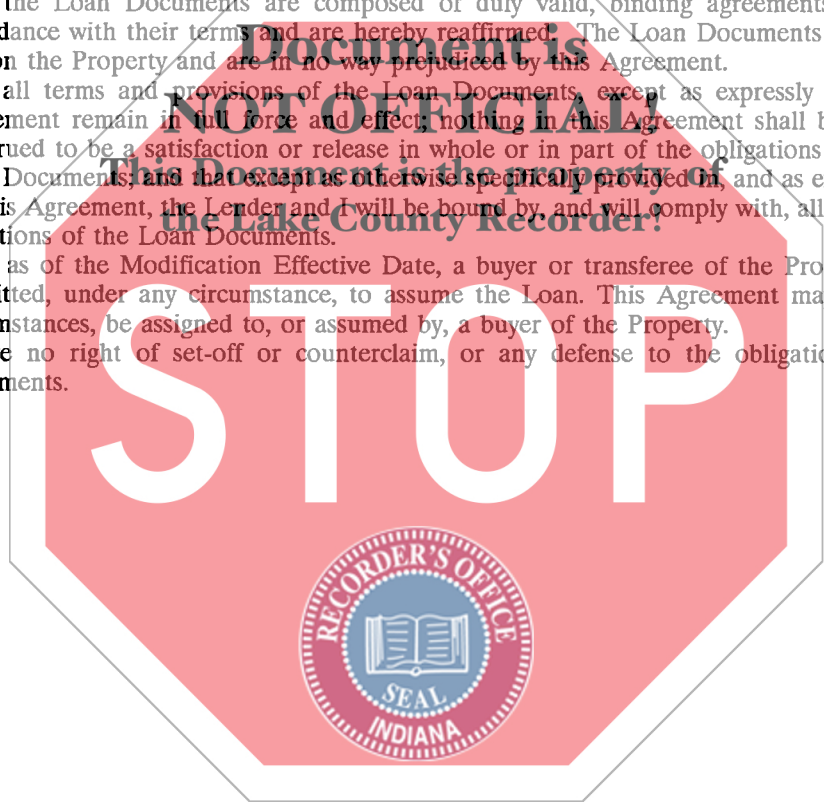
The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.



4. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement unless a borrower or co-borrower is deceased or the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. That I have been advised of the amount needed to fully fund my Escrow Account.
- E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed. The Loan Documents constitute a first lien on the Property and are in no way prejudiced by this Agreement.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. This Agreement may not, under any circumstances, be assigned to, or assumed by, a buyer of the Property.
- H. I have no right of set-off or counterclaim, or any defense to the obligations of the Loan Documents.



Loan No: 0502526979

Data ID: 376

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

Date: 3/15/15

Victor A Chavarria (Seal)  
VICTOR A CHAVARRIA —Borrower

Blythe L Chavarria (Seal)  
BLYTHE L. CHAVARRIA —Borrower

- Individual Acknowledgment -

STATE OF INDIANA  
COUNTY OF LAKE

Before me, Sharon A. Stettler Notary Public, this 15 day of March, 2015

VICTOR A CHAVARRIA AND BLYTHE L. CHAVARRIA  
acknowledged the execution of the annexed instrument.

**Document is NOT OFFICIAL!**  
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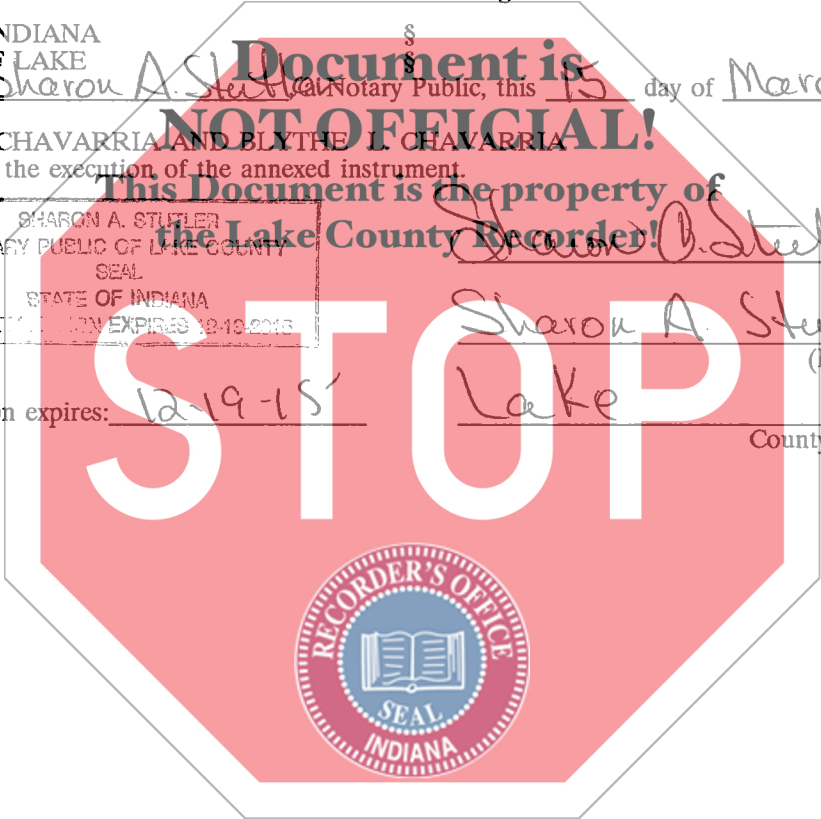


SHARON A. STETTLER  
NOTARY PUBLIC OF LAKE COUNTY  
SEAL  
STATE OF INDIANA  
COMMISSION EXPIRES 12-19-2016

Sharon A. Stettler  
Notary Public  
Sharon A. Stettler  
(Printed Name)

My commission expires: 12-19-15

Lake  
County of Residence



Date: 8/17/15

Lender: FLAGSTAR BANK ~~16~~

By: [Signature]

Its: Wes Workman Vice President  
(Printed Name and Title)

- Lender Acknowledgment -

STATE OF TEXAS  
COUNTY OF HARRIS

Before me, FLAGSTAR BANK, this 17th day of August, 2015,  
personally appeared by Wes Workman, its  
Vice President, and acknowledged the execution of the annexed  
instrument.

**Document is NOT OFFICIAL!**

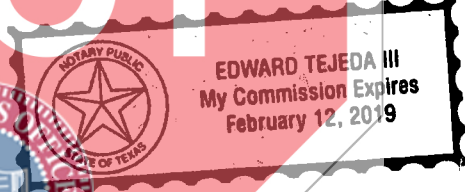
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[Signature]  
Notary Public  
(Printed Name)

My commission expires: 2-12-19 Harris County of Residence

\*By: Selene Finance LP, as Attorney-in-Fact



Loan No: 0502526979

Data ID: 376

Borrower: VICTOR A CHAVARRIA

Property Address: 1841 E 106TH AVE, CROWN POINT, INDIANA 46307-7085

**LEGAL DESCRIPTION**

LOT NUMBERED 130 AS SHOWN ON THE RECORDED PLAT OF WATERSIDE CROSSING PHASE 1 RECORDED IN PLAT BOOK 94 PAGE 10 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. APN#: 45-16-02-306-007.000-042

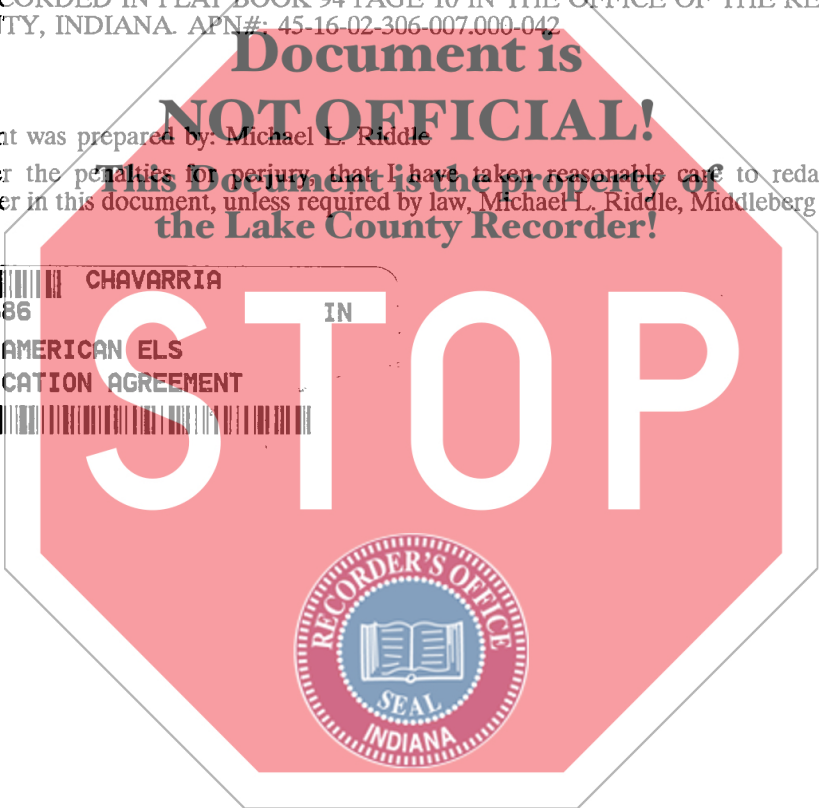
**Document is NOT OFFICIAL!**

This instrument was prepared by: Michael L. Riddle

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, Michael L. Riddle, Middleberg Riddle Group.

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

CHAVARRIA  
50604386  
IN  
FIRST AMERICAN ELS  
MODIFICATION AGREEMENT





Loan No. 0502526979  
Borrower: VICTOR A CHAVARRIA

Data ID: 376

### LOAN MODIFICATION AGREEMENT RIDER

THIS LOAN MODIFICATION AGREEMENT RIDER is made this 15 day of March, 2015, by and between the undersigned borrower (the "Borrower") and FLAGSTAR BANK, (the "Lender") and is incorporated into and shall be deemed to amend and supplement that certain LOAN MODIFICATION AGREEMENT (the "Agreement") of the same date executed by the Borrower and Lender as of the date above.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Agreement, Borrower and Lender further covenant and agree as follows:

1. Costs and Expenses

All costs and expenses incurred by Lender in connection with this Agreement shall be borne by Lender and not paid by Borrower.

2. Escrow Items

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. Borrower is hereby advised that beginning on the monthly payment due date set forth above, the amount of Escrow Items will be included with Borrower's monthly payment of principal and interest.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this LOAN MODIFICATION AGREEMENT RIDER.

*Victor A. Chavarria* .....(Seal)  
VICTOR A CHAVARRIA —Borrower  
*Blythe L. Chavarria* .....(Seal)  
BLYTHE L. CHAVARRIA —Borrower

