

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2015 069181

2015 OCT -9 AM 9:07

MICHAEL B. BROWN  
RECORDER

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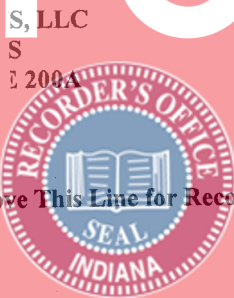
This Document Prepared By:  
**BRANDY MANGALINDAN**  
**CARRINGTON MORTGAGE SERVICES, LLC**  
**CARRINGTON DOCUMENT SERVICES**  
**ANAHEIM, CA 92806**  
**1-866-874-5860**

When recorded mail to: #9384247  
First American Title  
Loss Mitigation Title Services 31982.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: SPROUSE - PROPERTY REPORT

Tax/Parcel #: 45-08-25-104-009.000-018

[Space Above This Line for Recording Data]

Original Principal Amount: \$86,111.00  
Unpaid Principal Amount: \$95,883.41  
New Principal Amount \$105,450.54  
New Money (Cap): \$9,567.13



FHA/VA/RHS Case  
No.: FR1519193833703  
Loan No: 6000013400

## LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 1ST day of SEPTEMBER, 2015, between NICHOLAS R SPROUSE AND, KELLY M SPROUSE HUSBAND AND WIFE ("Borrower"), whose address is 3016 WEST 38TH AVENUE, HOBART, INDIANA 46342 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 17, 2009 and recorded on FEBRUARY 26, 2009 in INSTRUMENT NO. 2009 012373, LAKE COUNTY, INDIANA, and (2) the Note, in the original principal amount of U.S. \$86,111.00, 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

\$30000V  
12th  
#2400  
E M.E  
#15255533  
6000013400

3016 WEST 38TH AVENUE, HOBART, INDIANA 46342

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

**LOT NUMBERED 32 AS SHOWN ON THE RECORDED PLAT OF RESUBDIVISION OF INDIANA RIDGE SUBDIVISION RECORDED IN PLAT BOOK 31 PAGE 38 IN THE OFFICE OF THE RECORDER OF 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. **\$105,450.54**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$9,567.13** 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 **3.8750%**, from **SEPTEMBER 1, 2015**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$495.87**, plus property taxes, hazard insurance, and any other permissible escrow items of U.S. **\$ 189.54**, 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 Nicholas Sprouse Kelly Sprouse  
[Printed Name]



In Witness Whereof, I have executed this Agreement.

Borrower: NICHOLAS R SPROUSE

9/21/15  
Date

Borrower: KELLY M SPROUSE

9/21/2015  
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 21st day of September, 2015, personally appeared NICHOLAS R SPROUSE, KELLY M SPROUSE, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument

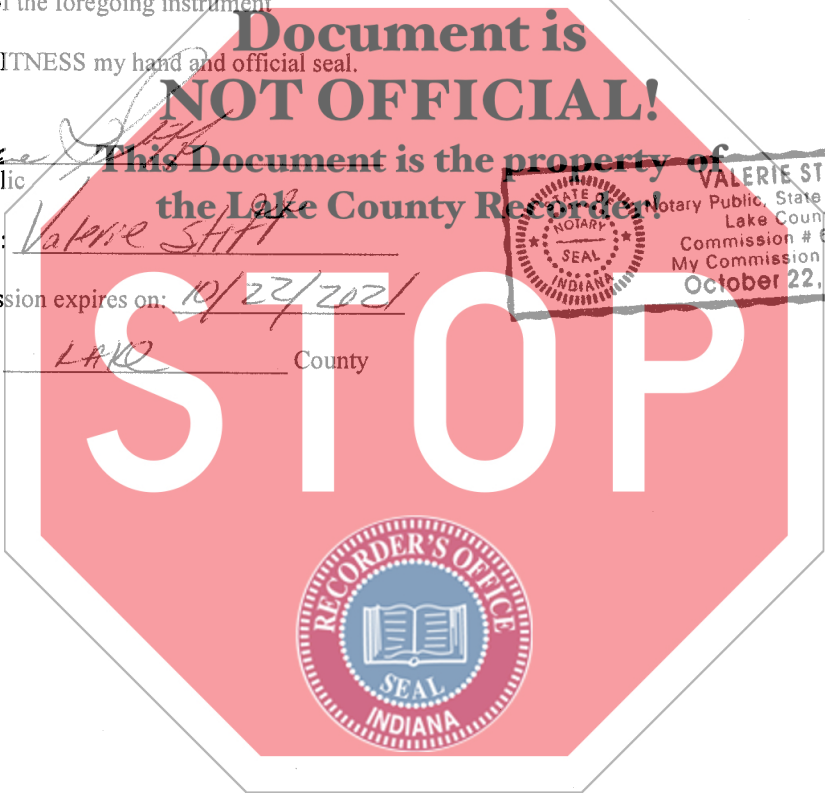
WITNESS my hand and official seal.

Valerie Stiff  
Notary Public

Print Name: Valerie Stiff

My commission expires on: 10/22/2021

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)

9/23/15 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

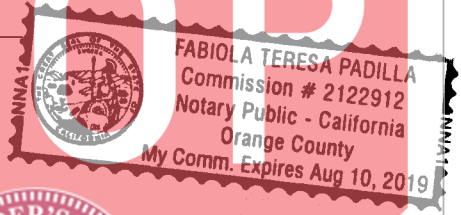
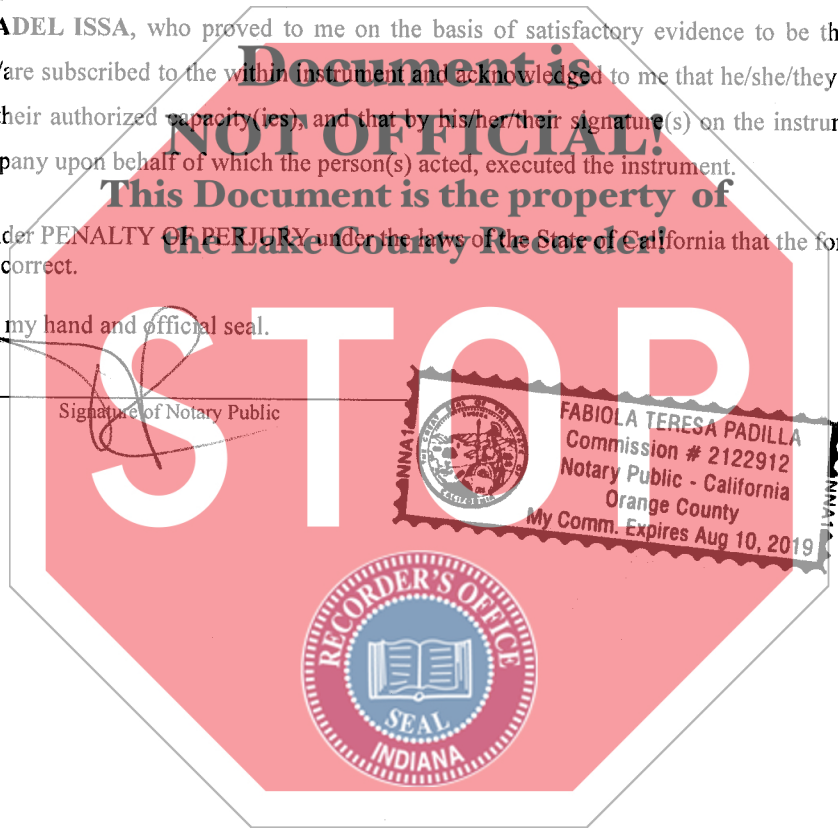
On 9/23/15 before me, Fabiola Teresa Padilla Notary Public,  
(Date) (here insert name and title of officer)

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 of Notary Public



Date: **SEPTEMBER 1, 2015**  
Loan Number: **6000013400**  
Lender: **CARRINGTON MORTGAGE SERVICES, LLC**  
Borrower: **NICHOLAS R SPROUSE, KELLY M SPROUSE**  
Property Address: **3016 WEST 38TH AVENUE, HOBART, INDIANA 46342**

**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.

*[Signature]*  
Borrower: **NICHOLAS R SPROUSE** 9/21/15  
Date

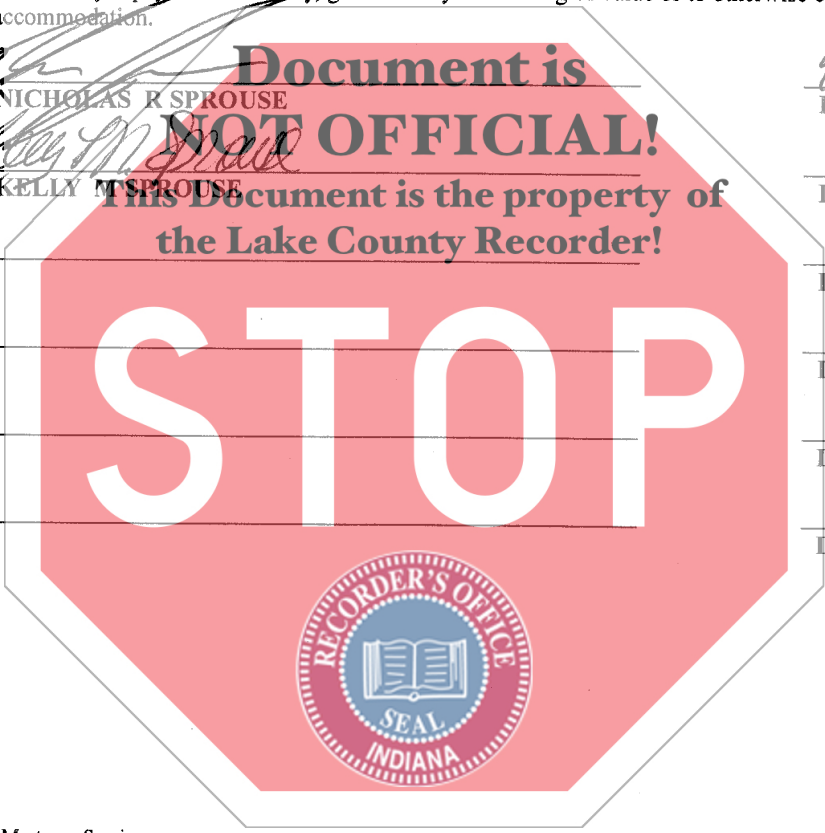
*[Signature]*  
Borrower: **KELLY M SPROUSE** 9/21/2015  
Date

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

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

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

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



Date: **SEPTEMBER 1, 2015**  
Loan Number: **6000013400**  
Lender: **CARRINGTON MORTGAGE SERVICES, LLC**  
Borrower: **NICHOLAS R SPROUSE, KELLY M SPROUSE**  
Property Address: **3016 WEST 38TH AVENUE, HOBART, INDIANA 46342**

### 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: **NICHOLAS R SPROUSE**

9/21/15  
Date

Borrower: **KELLY M SPROUSE**

9/21/2015  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

