

8

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 069524

2015 OCT 13 AM 10:25

MICHAEL J. DROWN
RECORDER

After Recording Return To:
Mortgage Services
PO Box 5449
Mount Laurel, NJ 08054
Return to Phone: 877-766-8244



This Document Prepared By:
Keith Goldin, Specialist
PHH Mortgage Corporation
PO Box 5449
Mount Laurel, NJ 08054
1-877-766-8244

[Space Above This Line For Recording Data]
Original Recording Date: **October 31, 2005** Loan No: **0030286066**
Original Loan Amount: **\$173,768.00** FHAVA Case Number: **151-7965186-703**
Original Lender Name: **PHH Mortgage Services** MIN Number: **100020000302860667**

Prepared Date: August 07, 2015

**Document is
LOAN MODIFICATION AGREEMENT
NOT OFFICIAL!**

This Loan Modification Agreement ("Agreement"), made this 7th day of August, 2015, between **WILLIAM D PIRTLE, AND GINA A PIRTLE, HUSBAND AND WIFE** whose address is **8280 JOHNSON ST, MERRILLVILLE, IN 46410** ("Borrower") and **PHH Mortgage Corporation D/B/A PHH Mortgage Services** which is organized and existing under the laws of New Jersey, and whose address is **1 Mortgage Way, Mt. Laurel, NJ 08054** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of 1901 E. Voorhees Street, Suite C, Danville, IL 61834 or P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **October 21, 2005** and recorded in **Instrument No: 2005 095398**, of the **Official Records (Name of Records) of Lake County, IN (County and State, or other Jurisdiction)** and (2) the Note, 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

8280 JOHNSON STREET, MERRILLVILLE, IN 46410,

(Property Address)

the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof.



* 0 0 3 0 2 8 6 0 6 6 *

HUD MODIFICATION AGREEMENT

Loan No: **0030286066**

8300h 01/14



* 6 1 6 0 5 + 1 4 *

(page 1 of 7)

1 ref
30v
26
MM
#2015638242

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. **\$149,365.45**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$941.68** 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 **4.000%**, from **July 1, 2015**. Borrower promises to make monthly payments of principal and interest of U.S. **\$713.09**, 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"), 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 the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, 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.



* 0 0 3 0 2 8 6 0 6 6 *

HUD MODIFICATION AGREEMENT

Loan No: 0030286066

8300h 01/14



* 6 1 6 0 5 + 1 4 *

(page 2 of 7)

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.



HUD MODIFICATION AGREEMENT

Loan No: 0030286066

8300h 01/14



(page 3 of 7)

William D Pirtle (Seal)
WILLIAM D PIRTLE -Borrower

Gina A Pirtle (Seal)
GINA A PIRTLE -Borrower

_____[Space Below This Line For Acknowledgments]_____

State of Indiana

County of PORTER

Before me, a Notary Public in and for said County and State, personally appeared **WILLIAM D PIRTLE and GINA A PIRTLE**, who acknowledged the execution of the foregoing mortgage, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 17TH day of AUGUST, 2015.

County of Residence: PORTER

My Commission Expires on: MARCH 25, 2022

Signature: Matthew E. Gibson

Printed: MATTHEW E. GIBSON

Origination Company: PHH Mortgage Corporation, D/B/A PHH Mortgage Services
NMLSR ID: 2726



* 0 0 3 0 2 8 6 0 6 6 *
HUD MODIFICATION AGREEMENT
Loan No: 0030286066
8300h 01/14



* 6 1 6 0 5 + 1 4 *

PHH Mortgage Corporation D/B/A PHH Mortgage Services

By: _____ (Seal) - Lender

Name: _____
Title: ASSISTANT VICE PRESIDENT

ANDREA KANOPKA, ASST. V.P

9-24-15
Date of Lender's Signature

[Space Below This Line For Acknowledgments]

State of New Jersey, County of Burlington

On 9/24, 2015, before me, Karen L. Gordon
(please print NOTARY PUBLIC's name)

a Notary Public in and for said State, personally appeared
ANDREA KANOPKA, ASST. V.P

_____ of the Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public

Notary Public of New Jersey
My Commission expires: _____

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!
Karen L. Gordon
Notary Public of New Jersey
My Commission Expires 3/22/2017



* 0 0 3 0 2 8 6 0 6 6 *

HUD MODIFICATION AGREEMENT
Loan No: 0030286066
8300h 01/14



* 6 1 6 0 5 + 1 4 *

(page 5 of 7)

[Handwritten signature]

Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Title:

ELIZABETH ANN LASHLEY

Name

Elizabeth Lashley, Asst. Secretary

Title

Date of Signature:

9/24/15

[Space Below This Line For Acknowledgments]

State of New Jersey, County of Burlington SS:

I CERTIFY that on

9/24/15

ELIZABETH ANN LASHLEY

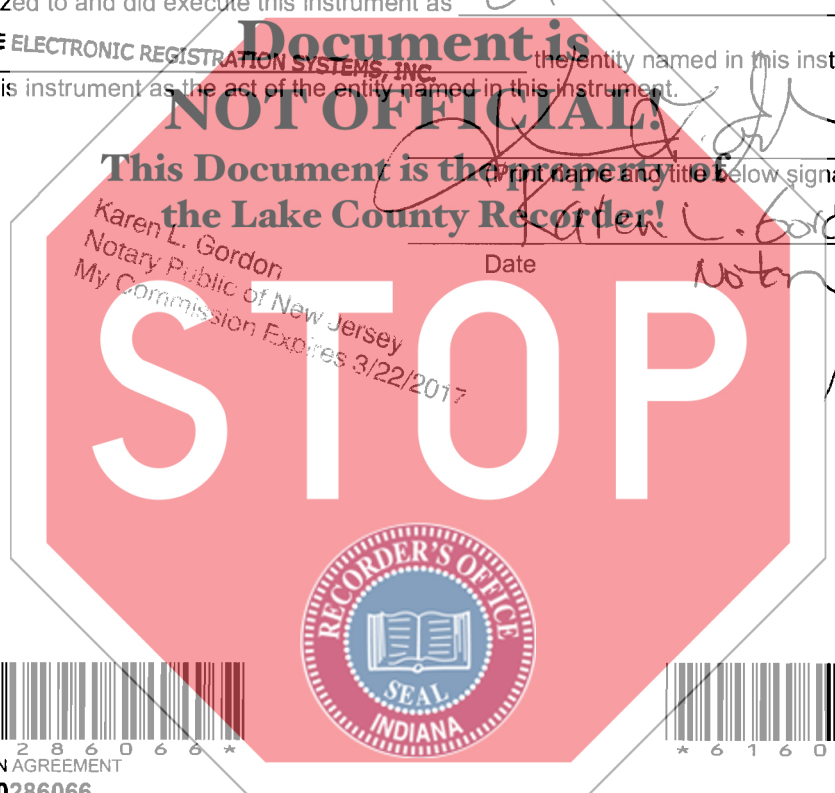
Elizabeth Lashley, Asst. Secretary

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as

Elizabeth Lashley

- of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** the entity named in this instrument; and
- (c) executed this instrument as the act of the entity named in this instrument.



* 0 0 3 0 2 8 6 0 6 6 *

HUD MODIFICATION AGREEMENT

Loan No: 0030286066

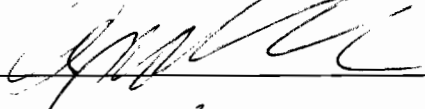
8300h 01/14



* 6 1 6 0 5 + 1 4 *

(page 6 of 7)

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.

Signature 

Printed Name 

ANDREA KANOPKA, ASST. V.P

This Document Prepared By:
Keith Goldin, Specialist
PHH Mortgage Corporation
PO Box 5449
Mount Laurel, NJ 08054



* 0 0 3 0 2 8 6 0 6 6 *

HUD MODIFICATION AGREEMENT
Loan No: 0030286066
8300h 01/14



* 6 1 6 0 5 + 1 4 *

(page 7 of 7)

EXHIBIT A

Loan: 0030286066

Lot 343 in Sedona Addition Unit 3 West, a Planned Unit Development to the Town of Merrillville, as per plat thereof, recorded in Plat Book 95 page 71, in the Office of the Recorder of Lake County, Indiana.

