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2015 070455

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 OCT 16 AM 10:36

MICHAEL B. BROWN
RECORDER

This Document Prepared By:
CHRISTOPHER MAIN
U.S. BANK N.A.
OWENSBORO, KY 42301

~~REDACTED~~ #:9915673
First American Title
Loss Mitigation Title Services 12106.1
P.O. Box 27670
Santa Ana, CA 92799
RE: WILLIAMS - MOD REC SVC

Tax/Parcel #: 450833427004000004

Original Principal Amount: \$64,306.00

Unpaid Principal Amount: \$60,774.91

New Principal Amount \$73,301.25

New Money (Cap): \$12,526.34

Document is
NOT OFFICIAL!
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the Lake County Recorder!

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FHA/VA/RHS Case No.:703 151-5939886

Loan No: 7850018308

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 18TH day of **SEPTEMBER, 2015**, between **ALMA WILLIAMS UNMARRIED** ("Borrower"), whose address is **213 WEST 49TH AVENUE, GARY, INDIANA 46408** and **U.S. BANK N.A.** ("Lender"), whose address is **4801 FREDERICA ST, OWENSBORO, KY 42301** amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **FEBRUARY 18, 2006** and recorded on **MARCH 1, 2000** in **INSTRUMENT NO. 2000 014122, LAKE COUNTY, INDIANA**, and (2) the Note, in the original principal amount of U.S. **\$64,306.00**, 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 **213 WEST 49TH AVENUE, GARY, INDIANA 46408**

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

Handwritten:
11/28/15
JL
MM
#1507466

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

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. **\$73,301.25**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$12,526.34** 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. **\$344.69**, 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 Taylor Hayden
[Printed Name]



In Witness Whereof, I have executed this Agreement.

Alma Williams
Borrower: ALMA WILLIAMS

9/23/2015
Date

Borrower: _____

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 23rd day of September, 2015, personally appeared ALMA WILLIAMS, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument

WITNESS my hand and official seal.

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

STOP



Catherine L. Gonzalez
Notary Public
Print Name
My commission expires on: 5/29/2017
Residing in Lake County

In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK NATIONAL ASSOCIATION S/B/M FIRSTAR BANK, N.A.

By Jennifer L. Mattingly (print name)
Mortgage Document Officer (title)

09-25-15
Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 09-25-15 by JENNIFER L. MATTINGLY, the MORTGAGE DOCUMENT OFFICER of U.S. BANK NATIONAL ASSOCIATION S/B/M FIRSTAR BANK, N.A., a National Banking Assoc. on behalf of said national association.

Erin Matlock
Notary Public

Printed Name: ERIN MATLOCK
My commission expires: 3-20-18

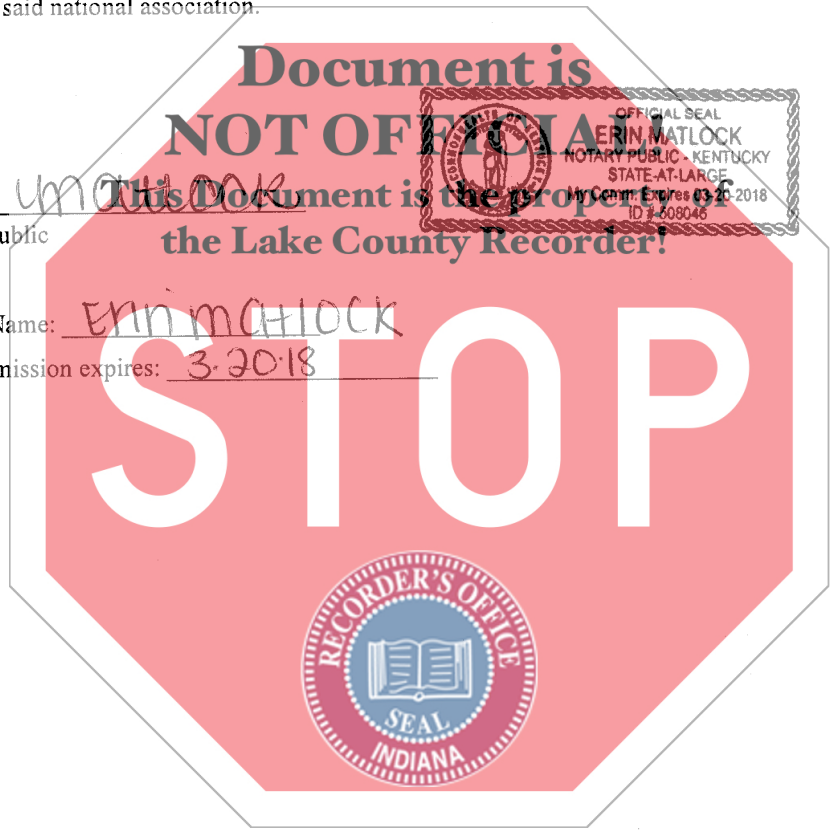


EXHIBIT A


BORROWER(S): ALMA WILLIAMS UNMARRIED

LOAN NUMBER: 7850018308

LEGAL DESCRIPTION:

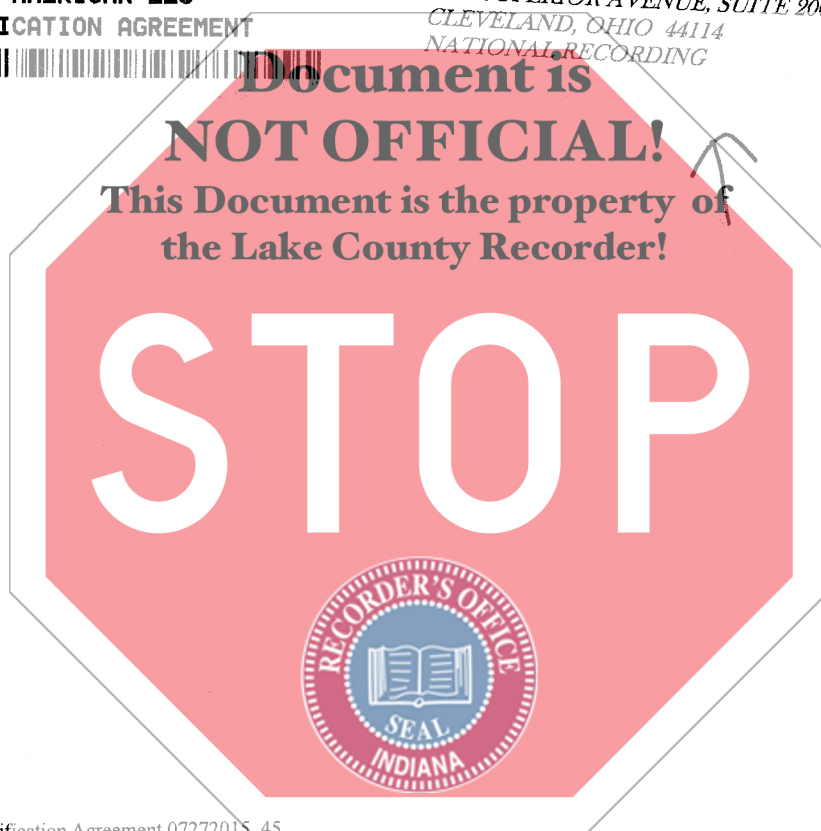
LOT 4 IN BLOCK 18 IN JUNEDALE SUBDIVISION, IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED AUGUST 25, 1925 IN PLAT BOOK 19 PAGE 3, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. SUBJECT TO EASEMENTS RESTRICTIONS AND COVENANTS OF RECORD, IF ANY.

ALSO KNOWN AS: 213 WEST 49TH AVENUE, GARY, INDIANA 46408

 **WILLIAMS**
50657075
FIRST AMERICAN ELS
MODIFICATION AGREEMENT

IN

*WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING*



Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between U.S. BANK NATIONAL ASSOCIATION S/B/M FIRSTAR BANK, N.A. (the "Lender") and ALMA WILLIAMS UNMARRIED (the "Borrower") dated SEPTEMBER 18, 2015 (the "Loan Modification Agreement").

Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Notwithstanding, any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt, that was discharged in bankruptcy.

Jennifer Mattingly

Lender Signature

9-25-15
Date

By: *Jennifer Mattingly*
Title: *Officer*

Alma Williams

Borrower: ALMA WILLIAMS

9/23/2015
Date



Borrower: _____

Date

Borrower: _____

Date

Borrower: _____

Date

Borrower: _____

Date

Borrower: _____

Date