

2015 071012

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2015 OCT 20 AM 9:44

MICHAEL B. BROWN  
RECORDER

This Document Prepared By:  
**MAGHAN TURNER**  
U.S. BANK N.A.  
OWENSBORO, KY 42301

**Document is  
NOT OFFICIAL!**

~~When recorded mail to: #:~~ 9876064

First American Title

Loss Mitigation Title Services 12106.1

P.O. Box 27670

Santa Ana, CA 92799

RE: SANCHEZ - PROPERTY REPORT

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

Tax/Parcel #: 450613127010000023

[Space Above This Line for Recording Data]

Original Principal Amount: \$71,050.00

Unpaid Principal Amount: \$58,307.52

New Principal Amount \$64,173.70

New Money (Cap): \$5,866.18

FHA/VA/RHS Case No.: 703 151-7607378

Loan No: 9902000054

**LOAN MODIFICATION AGREEMENT (MORTGAGE)**

This Loan Modification Agreement ("Agreement"), made this 21ST day of **SEPTEMBER, 2015**, between **JOSE A SANCHEZ, ELVIA B SANCHEZ HUSBAND AND WIFE** ("Borrower"), whose address is **236 173RD STREET, HAMMOND, INDIANA 46324** 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 **MAY 27, 2004** and recorded on **JUNE 8, 2004** in **INSTRUMENT NO. 2004 048069, LAKE COUNTY, INDIANA**, and (2) the Note, in the original principal amount of **U.S. \$71,050.00**, 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 **236 173RD STREET, HAMMOND, INDIANA 46324**

#1508200 9902000054

*E*  
1 Ref  
# 24.00  
M.e

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

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

**SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE**

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, **OCTOBER 1, 2015** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$64,173.70**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$5,866.18** 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 **4.1250%**, from **OCTOBER 1, 2015**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$311.02**, beginning on the **1ST** day of **NOVEMBER, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **OCTOBER 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.

Jose A. Sanchez  
Borrower: JOSE A SANCHEZ

9-25-15  
Date

Elvia B. Sanchez  
Borrower: ELVIA B SANCHEZ

9/25/15  
Date

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

\_\_\_\_\_ Date

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

\_\_\_\_\_ Date

[Space Below This Line for Acknowledgments]

**Document is NOT OFFICIAL!**  
**BORROWER ACKNOWLEDGMENT**  
STATE OF INDIANA,  
COUNTY OF LAKE

**This Document is the property of the Lake County Recorder!**  
Before me, the undersigned, a Notary Public, in and for said County and State, this 25th day of September, 2015, personally appeared JOSE A SANCHEZ, ELVIA B SANCHEZ, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument

WITNESS my hand and official seal.

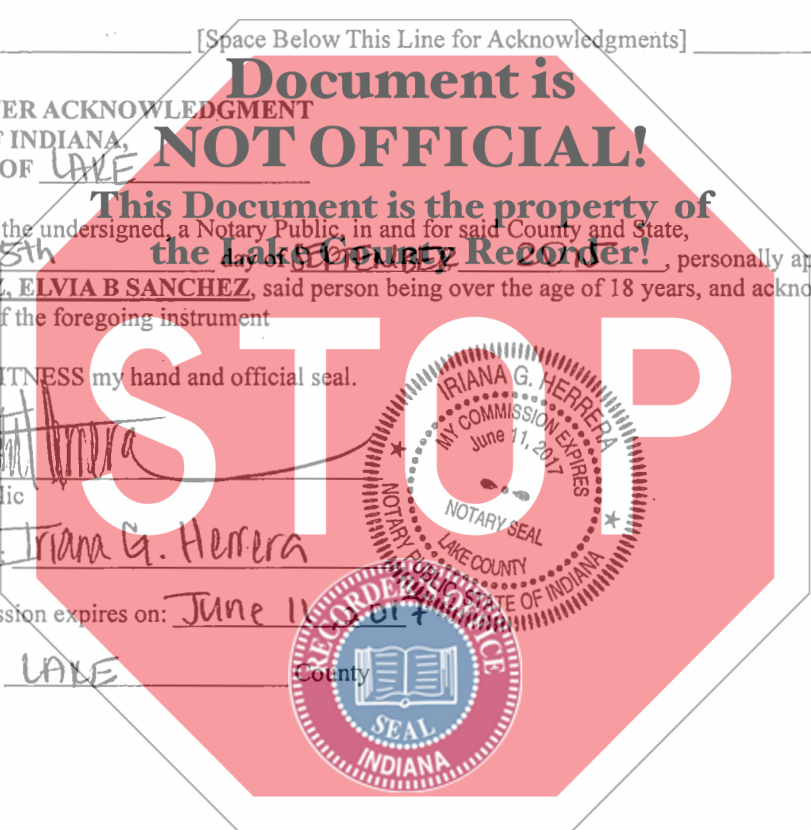
[Signature]

Notary Public

Print Name: Triana G. Herrera

My commission expires on: June 11, 2017

Residing in LAKE County



In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.S. S/B/M THE LEADER MORTGAGE COMPANY

Angela J. Evans  
By Angela J. Evans (print name)  
Mortgage Document Officer (title)

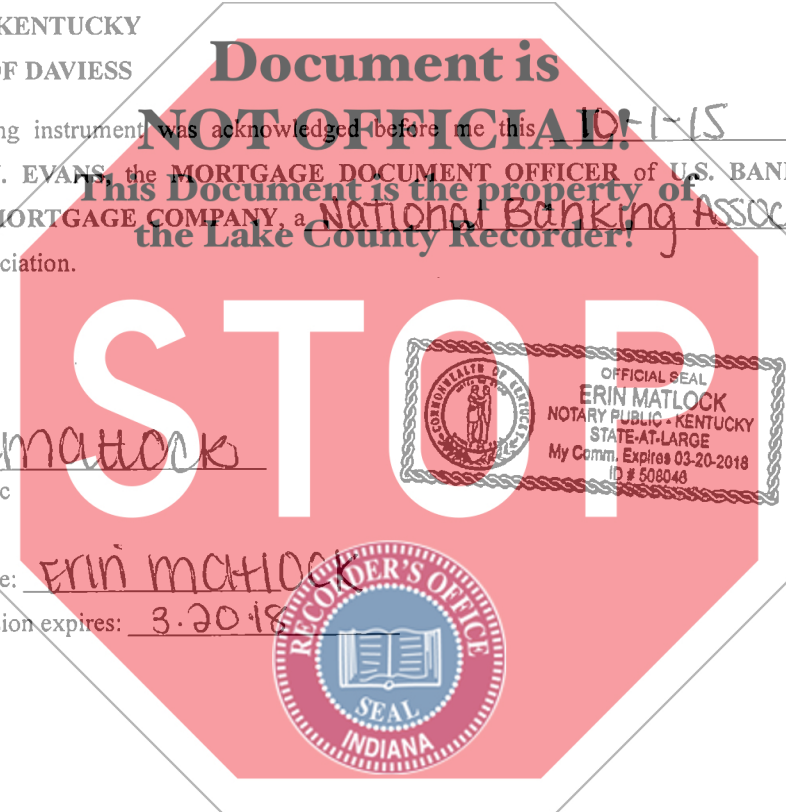
10-1-15  
Date

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

STATE OF KENTUCKY  
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 10-1-15 by  
**ANGELA J. EVANS**, the **MORTGAGE DOCUMENT OFFICER** of **U.S. BANK N.S. S/B/M THE  
LEADER MORTGAGE COMPANY**, 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): JOSE A SANCHEZ, ELVIA B SANCHEZ HUSBAND AND WIFE**

**LOAN NUMBER: 9902000054**

**LEGAL DESCRIPTION:**

**EAST 15 FEET OF LOT 14, ALL OF LOT 15, AND THE WEST FEET OF 6 FEET OF LOT 16, MERCHANTS ADDITION TO HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 19, PAGE 17, IN THE RECORDER'S OFFICE, OF LAKE COUNTY, INDIANA. SUBJECT TO EASEMENTS, RESTRICTIONS AND COVENANTS OF RECORD, IF ANY.**

**ALSO KNOWN AS: 236 173RD STREET, HAMMOND, INDIANA 46324**

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

**STOP**

**RECORDER'S OFFICE**  
**SEAL**  
**INDIANA**

**50666413**  
**FIRST AMERICAN ELS**  
**MODIFICATION AGREEMENT**

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

**EXHIBIT B  
MORTGAGE SCHEDULE**

Mortgage made by **JOSE A SANCHEZ, ELVIA B SANCHEZ HUSBAND AND WIFE** to **COUNTRYWIDE HOME LOANS, INC.** for \$71,050.00 and interest, dated **MAY 27, 2004** and recorded on **JUNE 8, 2004** in **INSTRUMENT NO. 2004 048069**. Mortgage tax paid: \$

This mortgage was assigned from **COUNTRYWIDE HOME LOANS, INC.** (assignor), to **THE LEADER MORTGAGE COMPANY** (assignee), by assignment of mortgage dated and recorded on **JUNE 8, 2004** in **INSTRUMENT NO. 2004 048070**.

This mortgage was assigned from **COUNTRYWIDE HOME LOANS, INC.** (assignor), to **THE LEADER MORTGAGE COMPANY** (assignee), by assignment of mortgage dated and recorded on **AUGUST 13, 2004** in **INSTRUMENT NO. 2004 BOOK 069273**.

