

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 071013

2015 OCT 20 AM 9:41

MICHAEL B. BROWN
RECORDER

This Document Prepared By:
JESSICA VANWINKLE
U.S. BANK N.A.
OWENSBORO, KY 42301

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NOT OFFICIAL!**

When recorded mail to: #9624306

First American Title
Loss Mitigation Title Services 12106.1
P.O. Box 27670
Santa Ana, CA 92799
RE: VASQUEZ - PROPERTY REPORT

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

Tax/Parcel #: 450224428004000023

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Original Principal Amount: \$78,662.00
Unpaid Principal Amount: \$74,929.46
New Principal Amount \$108,078.24
New Money (Cap): \$33,148.78

FHA/VA/RHS Case No.: 703 151-8125157
Loan No: 6003217232

LOAN MODIFICATION AGREEMENT (MORTGAGE)



This Loan Modification Agreement ("Agreement"), made this 15TH day of SEPTEMBER, 2015, between MARIA Y VAZQUEZ A SINGLE WOMAN ("Borrower"), whose address is 3813 HENRY AVENUE, HAMMOND, INDIANA 46327 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 JULY 27, 2006 and recorded on AUGUST 9, 2006 in INSTRUMENT NO. 2006 069116, LAKE COUNTY, INDIANA, and (2) the Note, in the original principal amount of U.S. \$78,662.00, 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
3813 HENRY AVENUE, HAMMOND, INDIANA 46327

*1 Red
\$2400
E M.C
#15-08202*

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

LOT 5, IN BLOCK 9, IN DOUGLAS PARK MANOR, IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 17 PAGE 26, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

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, **SEPTEMBER 1, 2015** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$108,078.24**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$3,146.88** 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 annual rate of **5.00%** from **SEPTEMBER 1, 2015**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$508.22**, 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 Maria Vazquez .

[Printed Name]



In Witness Whereof, I have executed this Agreement.

Borrower: MARIA VAZQUEZ

9.24.15

Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT
STATE OF INDIANA
COUNTY OF LAKE

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Before me, the undersigned, a Notary Public, in and for said County and State, LAKE, Indiana, this 24 day of September, 2015, personally appeared MARIA VAZQUEZ, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument

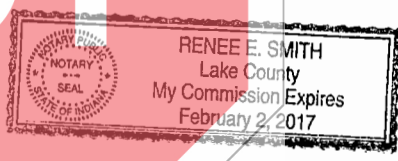
WITNESS my hand and official seal.

Renee E Smith
Notary Public

Print Name: Renee E Smith

My commission expires on: 2-2-2017

Residing in LAKE County



In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

By ANGELA J. EVANS (print name)
Mortgage Document Officer (title)

9-30-2015
Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

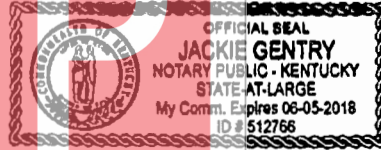
STATE OF KENTUCKY
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 9-30-2015 by
ANGELA J. EVANS, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A.,
a National Banking Assoc., on behalf of said national association.

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Jackie Gentry
Notary Public

Printed Name: Jackie Gentry
My commission expires: 6-5-2018



Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between U.S. BANK N.A. (the "Lender") and MARIA Y VAZQUEZ A SINGLE WOMAN (the "Borrower") dated SEPTEMBER 15, 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.

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Lender Signature

By:
Title:


Borrower: MARIA Y VAZQUEZ

Borrower:

Borrower:

Borrower:

Borrower:

Borrower:

9-30-15
Date

9-24-15
Date

Date

Date

Date

Date

Date

**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by **MARIA Y VAZQUEZ A SINGLE WOMAN** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR COMMUNITY CENTRAL MORTGAGE COMPANY, LLC, WHICH IS ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN** for \$78,662.00 and interest, dated **JULY 27, 2006** and recorded on **AUGUST 9, 2006** in **INSTRUMENT NO. 2006 069116**. Mortgage tax paid: \$

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COMMUNITY CENTRAL MORTGAGE COMPANY, LLC** (assignor), to **U.S. BANK, NA** (assignee), by assignment of mortgage dated and recorded on **MARCH 3, 2010** in **INSTRUMENT NO. 2010 011487**.

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STOP

**RECORDER'S OFFICE
SEAL
INDIANA**

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**IF YOU RECORD IT, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING**

VASQUEZ
50666405
FIRST AMERICAN TITLE INSURANCE CO.
MODIFICATION AGREEMENT

