

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2015 OCT 20 AM 10:38

MICHAEL B. BROWN  
RECORDER

When recorded mail to: #:9830755

First American Title  
Loss Mitigation Title Services 28529.2  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: STAPLES - PROPERTY REPORT

0015 071117

Prepared by: Michael L. Riddle  
Middleberg Riddle Group  
717 N. Harwood, Suite 1600  
Dallas, TX 75201

Recording Requested By ~~and Return To:~~  
SELENE FINANCE LP  
CUSTOMER SERVICE  
9990 RICHMOND AVE, STE 400 S  
HOUSTON, TX 77042

(Space Above This Line For Recording Data)

Loan No. 0500452008

Data ID: 840

Borrower: JAMES A. STAPLES

Original Recorded Date: June 19, 2009

FHA CASE NO.: 151-9403404 703

Original Principal Amount: \$93,966.00

Current Unpaid Principal Balance: \$86,650.55

New Principal Balance: \$90,461.86

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**NOT OFFICIAL!**  
This Document is the property of  
the Lake County Recorder!

**FHA HOME AFFORDABLE MODIFICATION AGREEMENT**  
(Step Two of Two-Step Documentation Process)

Borrower ("I"): JAMES A. STAPLES, A MARRIED MAN, whose address is 2594 VIGO STREET, LAKE STATION, INDIANA 46405

Lender ("Lender"): SELENE FINANCE LP, 9990 RICHMOND AVE., SUITE 400 SOUTH, HOUSTON, TX 77042

Date of First Lien Security Instrument ("Mortgage") and Note ("Note"): June 10, 2009

Loan Number: 0500452008

Property Address: 2594 VIGO STREET, LAKE STATION, INDIANA 46405 ("Property")

SEE LEGAL DESCRIPTION ATTACHED HERETO, AND MADE A PART HEREOF



1 If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

ck.  
32  
1 REF  
1507695

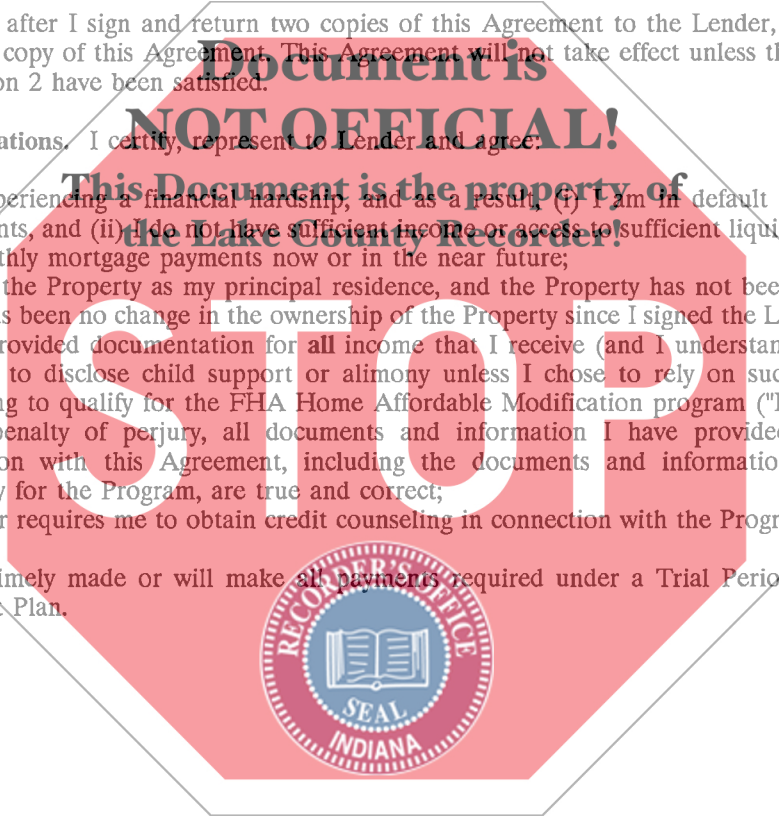
Recorded in INSTRUMENT# 2009 041135 of the Official Records of the County Recorder's or Clerk's Office of LAKE COUNTY, INDIANA.

If my representations in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the First Lien Mortgage on the Property, and (2) the Note secured by the First Lien Mortgage. The First Lien Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents; I previously entered into the Trial Period Plan and the Loan Workout Plan with Lender.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations.** I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the FHA Home Affordable Modification program ("Program"));
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and
- G. I have timely made or will make all payments required under a Trial Period Plan or Loan Workout Plan.

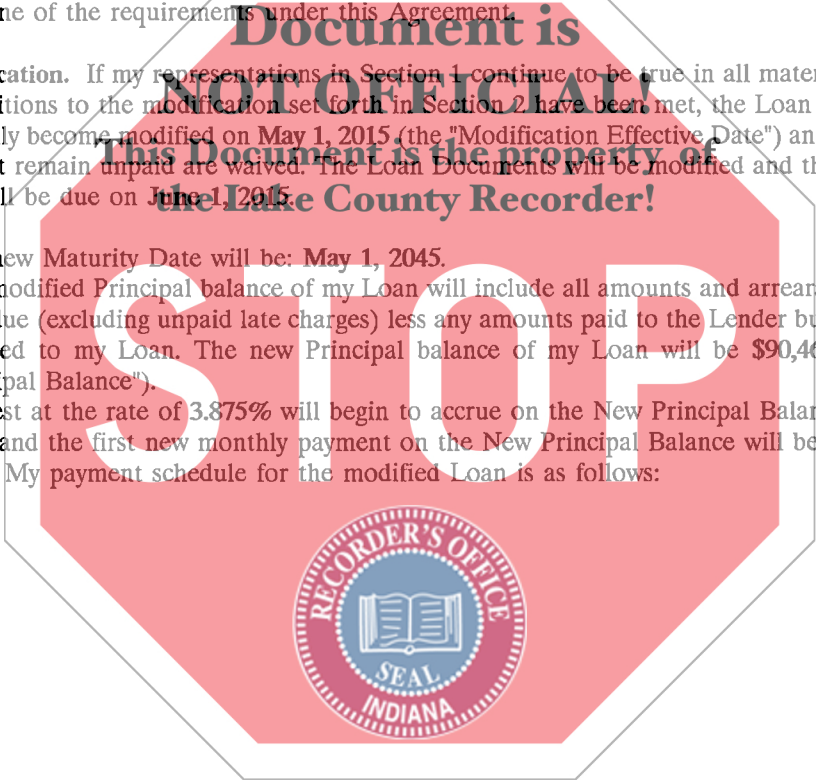


2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this Agreement;
- B. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- C. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. **The Modification.** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on May 1, 2015 (the "Modification Effective Date") and all unpaid late charges that remain unpaid are waived. The Loan Documents will be modified and the first modified payment will be due on June 1, 2015.

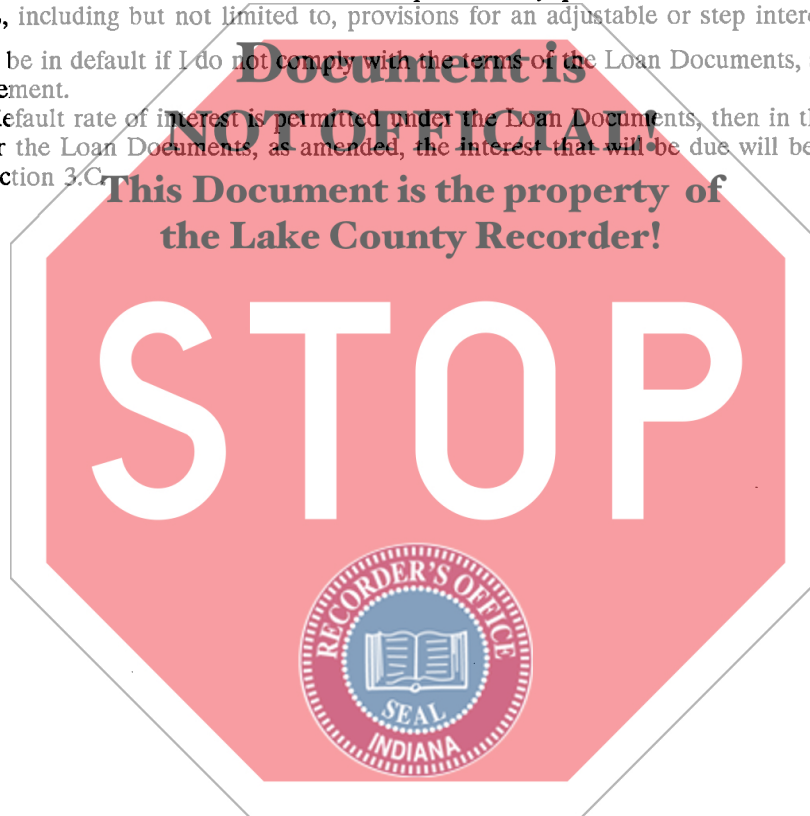
- A. The new Maturity Date will be: May 1, 2045.
- B. The modified Principal balance of my Loan will include all amounts and arrearages that will be past due (excluding unpaid late charges) less any amounts paid to the Lender but not previously credited to my Loan. The new Principal balance of my Loan will be \$90,461.86 (the "New Principal Balance").
- C. Interest at the rate of 3.875% will begin to accrue on the New Principal Balance as of May 1, 2015 and the first new monthly payment on the New Principal Balance will be due on June 1, 2015. My payment schedule for the modified Loan is as follows:



Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
30	3.875	05/01/15	\$425.39	\$235.00, may adjust periodically	\$660.39, may adjust periodically	06/01/15	360

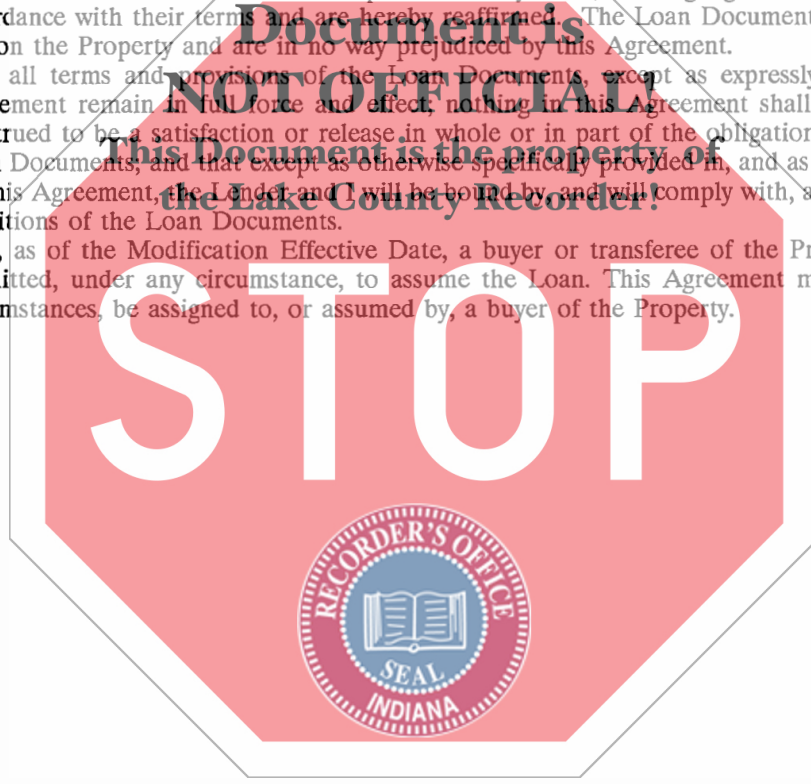
The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.



4. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement unless a borrower or co-borrower is deceased or the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. That I have been advised of the amount needed to fully fund my Escrow Account.
- E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed. The Loan Documents constitute a first lien on the Property and are in no way prejudiced by this Agreement.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. This Agreement may not, under any circumstances, be assigned to, or assumed by, a buyer of the Property.



Loan No: 0500452008

Data ID: 840

In Witness Whereof, the Lender and I have executed this Agreement.

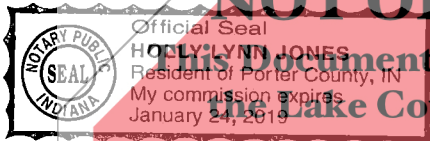
Date: 9-18-15

[Signature].....(Seal)  
JAMES A. STAPLES — Borrower

- Individual Acknowledgment -

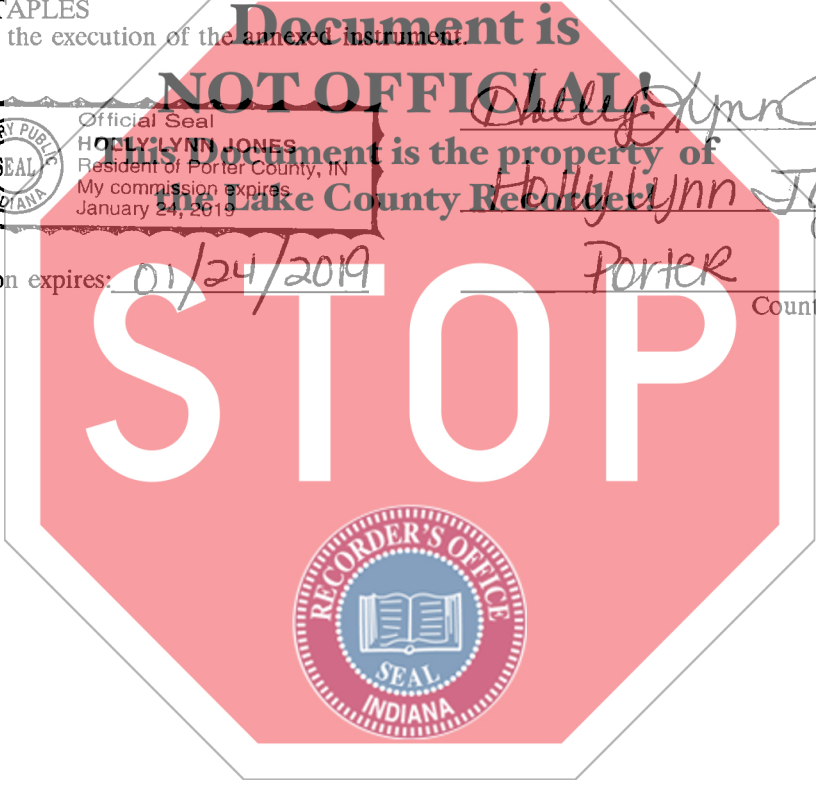
STATE OF INDIANA §  
COUNTY OF ~~LAKE~~ PORTER §  
Before me, Hollylynn Jones, a Notary Public, this 18 day of September,  
2015  
JAMES A. STAPLES  
acknowledged the execution of the annexed instrument.

[Seal]



Hollylynn Jones  
Notary Public  
Hollylynn Jones  
(Printed Name)

My commission expires: 01/24/2019  
Porter  
County of Residence



Loan No: 0500452008

Data ID: 840

Date: 9/22/15

Lender: SELENE FINANCE LP

By: [Signature]

Its: Wes Workman Vice President  
(Printed Name and Title)

- Lender Acknowledgment -

STATE OF TEXAS  
COUNTY OF HARRIS

Before me, SELENE FINANCE LP, this 22 day of Sept,  
2015, personally appeared by Wes Workman  
its Vice President, and acknowledged the execution of the annexed  
instrument.

**Document is NOT OFFICIAL!**

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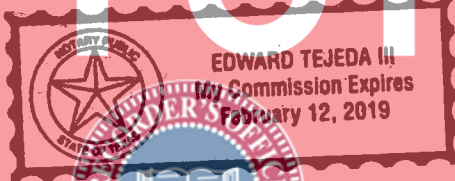


Notary Public

Edward Tejada III  
(Printed Name)

My commission expires: 2-12-19

Harris  
County of Residence



**Legal Description**

SOUTH HALF OF LOT 19, AND ALL OF LOT 20, IN BLOCK 2, IN CARLSON'S 1ST ADDITION TO EAST GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 11 PAGE 5, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

 STAPLES  
50659987

IN

FIRST AMERICAN ELS  
MODIFICATION AGREEMENT



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





Loan No. 0500452008  
Borrower: JAMES A. STAPLES

Data ID: 840

### ADDENDUM TO LOAN MODIFICATION AGREEMENT

This Addendum to Loan Modification Agreement is executed on this 18 day of SEP, 2015 and made effective as of May 1, 2015 (the "Addendum"), by and between the undersigned borrower ("Borrower") and SELENE FINANCE LP (the "Lender") and is incorporated into and shall be deemed to amend and supplement that certain Loan Modification Agreement (the "Agreement") made 10-1-15.

#### RECITALS:

WHEREAS, Borrower and Lender entered into the Agreement;

WHEREAS, Borrower, on the same date of the Agreement, executed a Compliance Agreement, which obligated Borrower to fully cooperate with Lender to correct any inaccurate term or provision of, mistake in, or omission from any document associated with the Agreement;

WHEREAS, Lender has discovered an omission in the Agreement that was intended to be included as part of the express terms thereof relating to liability for attorneys' fees;

WHEREAS, Lender, under the terms and provisions as contemplated in the Compliance Agreement, has requested Borrower to execute this Addendum for the purposes of correcting the omission;

In consideration of Lender's willingness to modify the terms of the mortgage loan account, and for other good and valuable consideration, IT IS THEREFORE AGREED TO AS FOLLOWS:

1. The foregoing Recitals are true and correct and are hereby incorporated by this reference.
2. All terms of the Agreement that do not conflict with the terms of this Addendum shall remain in full force and effect.
3. The Borrower hereby agrees to release and forever discharge Lender and each of its parents, subsidiaries, affiliates, officers, directors, shareholders, partners, attorneys, trustees, predecessors, successors, representatives, insurers, assignees, agents, employees, administrators, and all persons acting by, through or in any way on behalf of Lender of and from any and all claims, debts, defenses, liabilities, costs, attorney's fees, actions, suits at law or equity, demands, contracts, expenses, damages, whether general, specific or punitive, exemplary, contractual or extra-contractual, and causes of action of any kind or nature which Borrower may now have or claim to have against Lender, including without limitation all claims or causes of action which in any way, directly or indirectly, or in any other way arises from or are connected with or which could have been asserted in connection with the action pending in Case IN (the "Action"), and any claim, cause of action, damages, promises or demands which could have been asserted in the Action,

Loan No: 0500452008

Data ID: 840

which may exist from the beginning of time to the date of this Agreement; and both Lender and Borrower further covenant and agree that this Agreement may be pleaded or asserted by or on behalf of Lender as a defense and complete bar to any action or claim that may be brought against or involving Lender by anyone acting or purporting to act on behalf of the Borrower with respect to any of the matters within the scope of this Agreement excepting only the obligations of the Lender and Borrower under this Agreement. Further, Borrower agrees that Lender and Borrower shall each be responsible for their own attorneys' fees and costs arising from or otherwise related to the Action.

- 4. This Agreement may be executed in counterpart facsimile signatures and all such counterparts shall constitute a single form of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed on the date set out above.



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

**Document is NOT OFFICIAL!**

SELENE FINANCE LP

By: \_\_\_\_\_

Its: Wes Workman Vice President

(Printed Name and Title)

Borrower(s) Signature: \_\_\_\_\_

\_\_\_\_\_  
JAMES A. STAPLES —Borrower (Seal)

Loan No. 0500452008  
Borrower: JAMES A. STAPLES

Data ID: 840

### LOAN MODIFICATION AGREEMENT RIDER

THIS LOAN MODIFICATION AGREEMENT RIDER is made this 18 day of SEP, 2012, by and between the undersigned borrower (the "Borrower") and SELENE FINANCE LP, (the "Lender") and is incorporated into and shall be deemed to amend and supplement that certain LOAN MODIFICATION AGREEMENT (the "Agreement") of the same date executed by the Borrower and Lender as of the date above.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Agreement, Borrower and Lender further covenant and agree as follows:

1. Costs and Expenses

All costs and expenses incurred by Lender in connection with this Agreement shall be borne by Lender and not paid by Borrower.

2. Escrow Items

Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked. Borrower is hereby advised that beginning on the monthly payment due date set forth above, the amount of Escrow Items will be included with Borrower's monthly payment of principal and interest.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this LOAN MODIFICATION AGREEMENT RIDER.

  
.....(Seal)  
JAMES A. STAPLES —Borrower

