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~~When recorded mail to: #9503894~~
First American Title
Loss Mitigation Title Services 449 6
P.O. Box 27670
Santa Ana, CA 92799
RE: NIPP - PROPERTY REPORT

2015 073012

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 OCT 29 AM 9:00

MICHAEL B. BROWN
RECORDER

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

Recording Requested By and Return To:
FLAGSTAR SERVICING
MODIFICATION
9990 RICHMOND AVE, STE 400 S
HOUSTON, TX 77042

(Space Above This Line For Recording Data)

Loan No. 0502750934

Data ID: 196

Borrower: KATHLEEN NIPP

Original Recorded Date: November 13, 2009

Original Principal Amount: \$155,677.00

FHA CASE NO.: 151-9715276 703

Current Unpaid Principal Balance: \$143,455.87

New Principal Balance: \$145,530.32

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

Borrower ("I"): KATHLEEN M. NIPP, whose address is 525 DAKOTA DR, LOWELL, INDIANA 46356-4608

Lender ("Lender"): FLAGSTAR BANK, 9990 RICHMOND AVE., SUITE 400 SOUTH, HOUSTON, TX 77042

Date of First Lien Security Instrument ("Mortgage") and Note ("Note"): October 29, 2009

Loan Number: 0502750934

Property Address: 525 DAKOTA DR, LOWELL, INDIANA 46356-4608 ("Property")

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF *

*See Exhibit "A"



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.

29-6
1 Ref
ck. 1570844
DN
non-conv.

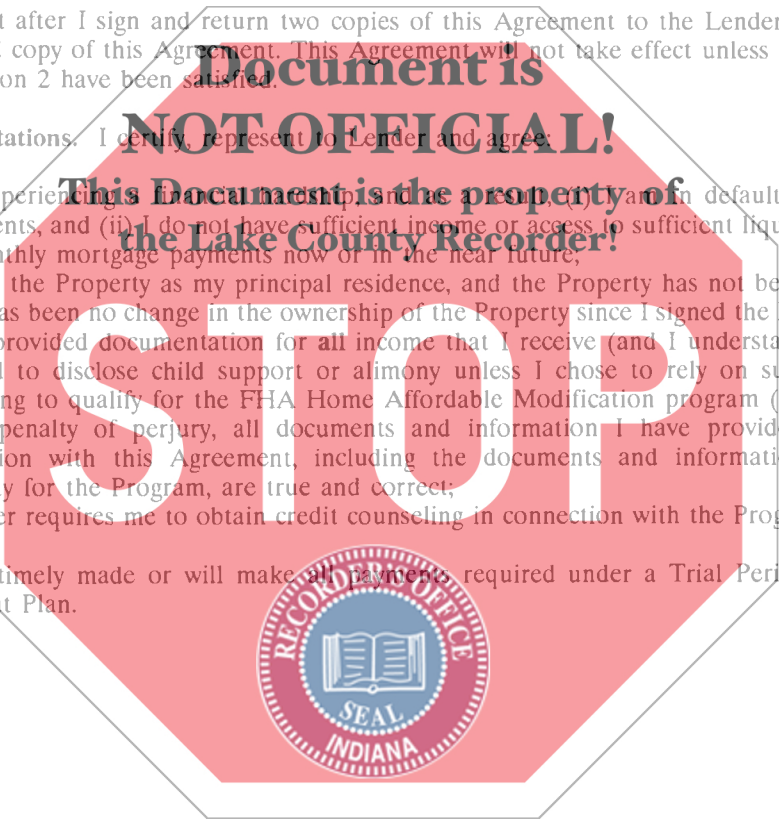
Recorded in DOC # 2009 075745 of the Official Records of the County Recorder's or Clerk's Office of LAKE COUNTY, INDIANA.

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 financial hardship and (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 April 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 May 1, 2015.

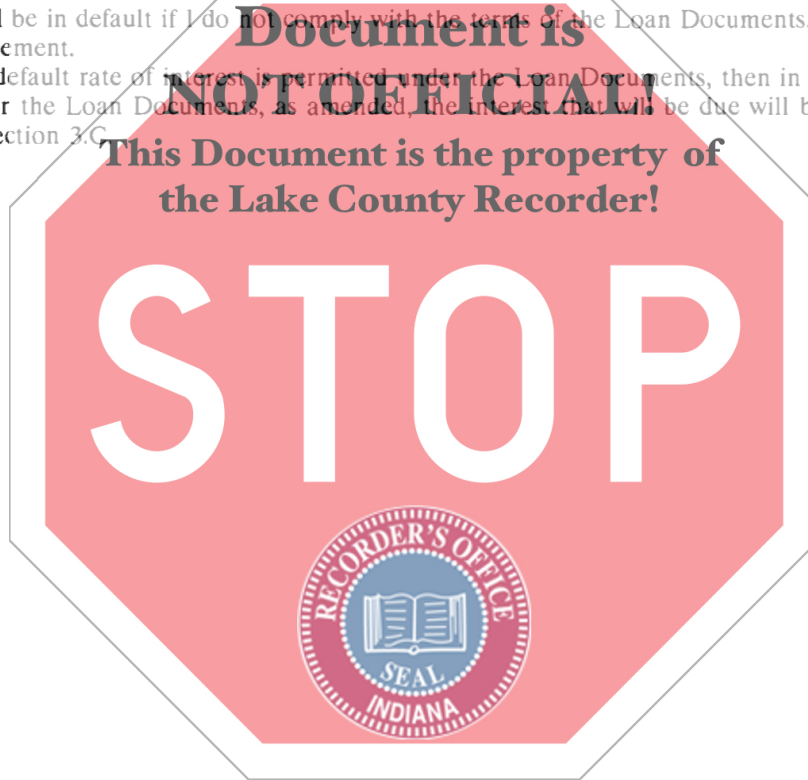
- A. The new Maturity Date will be: April 1, 2045.
- B. The modified Principal balance of my Loan will include all amounts and arrearages that will be past due (excluding unpaid late charges) less any amounts paid to the Lender but not previously credited to my Loan. The new Principal balance of my Loan will be \$145,530.32 (the "New Principal Balance").
- C. Interest at the rate of 4.125% will begin to accrue on the New Principal Balance as of April 1, 2015 and the first new monthly payment on the New Principal Balance will be due on May 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	4.125	04/01/15	\$705.31	\$308.03, may adjust periodically	\$1,013.34, may adjust periodically	05/01/15	360

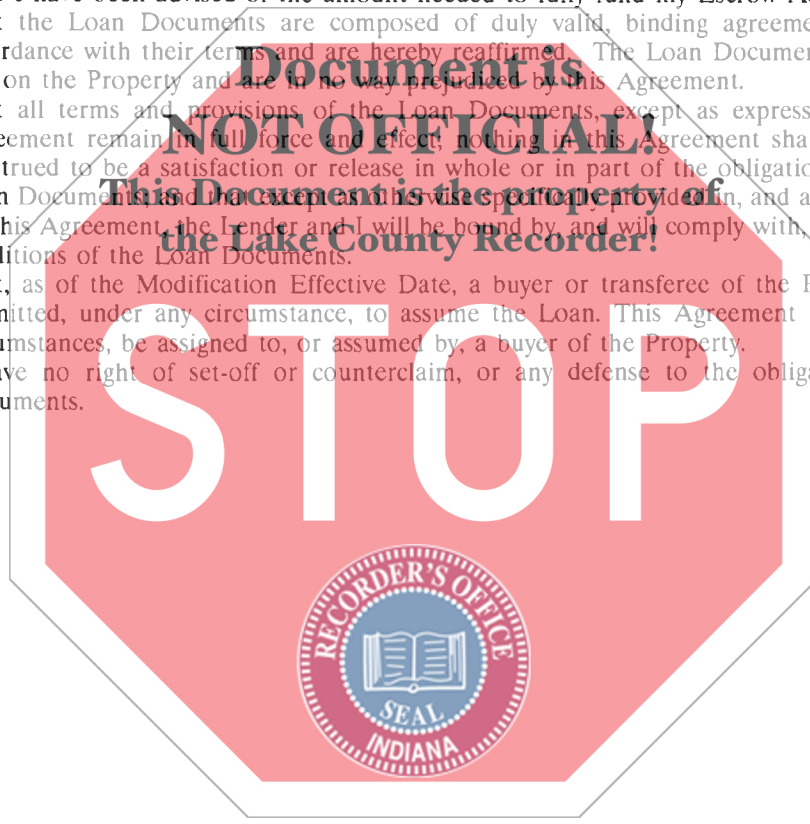
The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

- 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 the covenants and conditions therein, 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.
- H. I have no right of set-off or counterclaim, or any defense to the obligations of the Loan Documents.



Loan No: 0502750934

Data ID: 196

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

Date: June 24, 2015

Kathleen Nipp(Seal)
KATHLEEN NIPP — Borrower

- Individual Acknowledgment -

STATE OF INDIANA
COUNTY OF LAKE

§
§

Before me, Kimberly A. Barnhill, a Notary Public, this 24th day of June, 2015

KATHLEEN NIPP

acknowledged the execution of the annexed instrument.

[Seal]



Kimberly A. Barnhill
Notary Public, State of Indiana
Resident of Lake County, IN
My commission expires
April 18, 2022

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

Kimberly A. Barnhill
Notary Public
Kimberly A. Barnhill
(Printed Name)

My commission expires: April 18, 2022

LAKE

County of Residence



Loan No: 0502750934

Data ID: 196

Date: 7-7-2015

Lender: FLAGSTAR BANK By: Selene Finance LP, as Attorney-in-Fact

By: [Signature]

Its: Donna Brammer Vice President

(Printed Name and Title)

- Lender Acknowledgment -

STATE OF TEXAS
COUNTY OF HARRIS

§
§

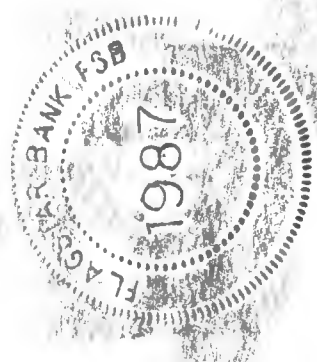
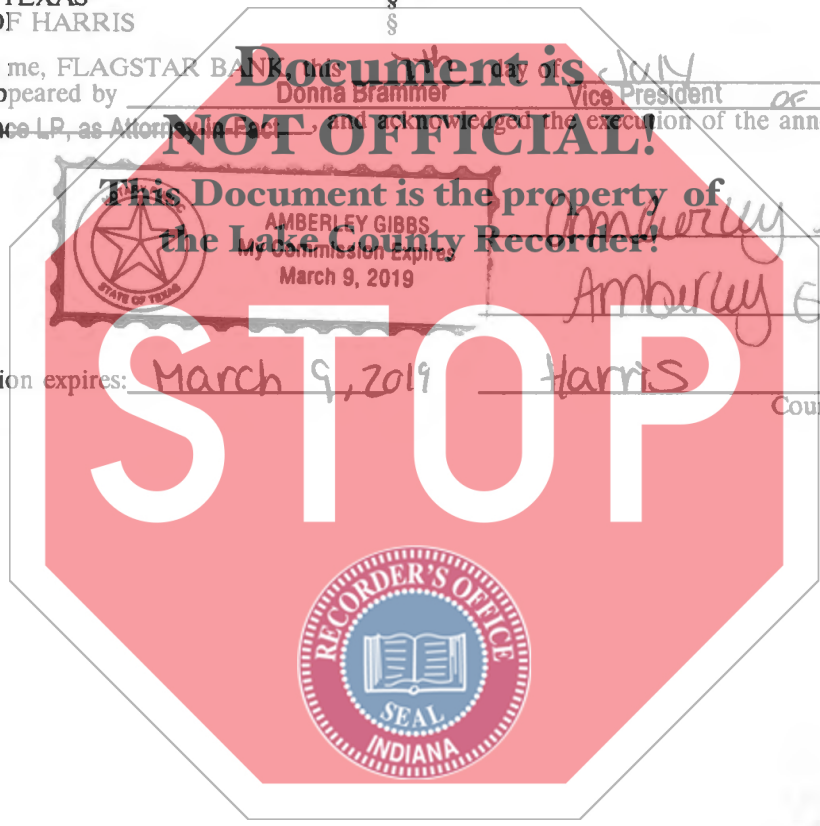
Before me, FLAGSTAR BANK, on this 7th day of July, 2015,
personally appeared by Donna Brammer Vice President of Selene Finance LP, as Attorney-in-Fact, and acknowledged the execution of the annexed instrument.

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AMBERLEY GIBBS
My Commission Expires
March 9, 2019

[Signature]
Notary Public
Amberley Gibbs
(Printed Name)

My commission expires: March 9, 2019 Harris County of Residence



Loan No: 0502750934

Borrower: KATHLEEN NIPP

Property Address: 525 DAKOTA DR, LOWELL, INDIANA 46356-4608

Data ID: 196

LEGAL DESCRIPTION

Paste final legal description here then photocopy.



This instrument was prepared by: Michael L. Riddle

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, Michael L. Riddle, Middleberg Riddle Group.

Exhibit "A"
Legal Description

Loan # 0502750934

60-00098639

LOT 16, IN INDIAN MEADOWS UNIT 1, AN ADDITION TO THE TOWN OF LOWELL, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 81, PAGE 68, AND AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED JUNE 24, 1998 AS DOCUMENT NO. 98047453, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

BEING THE SAME PROPERTY CONVEYED TO KATHLEEN M. NIPP BY DEED FROM VERNON L. CONRICK AND PATRICIA L. CONRICK, HUSBAND AND WIFE, RECORDED 11/15/2005 IN DEED INSTRUMENT NO. 2005-100127, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA.

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NOT OFFICIAL!**

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the Lake County Recorder!**

50446389

NIPP

FIRST AMERICAN ELS
MODIFICATION AGREEMENT

IN

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

STOP

