2015 073335

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2015 OCT 30 AM 9: 29

MICHAEL B. BROWN RECORDER



This Loan Modification Agreement ("Agreement"), made this 4TH day of SEPTEMBER, 2015, between KELLY A. GOODMAN ("Borrower"), whose address is 4425 PINE AVENUE, HAMMOND, INDIANA 46327 and WELLS FARGO BANK, N.A. ("Lender"), whose address is 3476 STATEVIEW BLVD, MAC# X7801-03K, FORT MILL, SC 29715 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated JUNE 23, 1995 and recorded on JUNE 28, 1995 in INSTRUMENT NO. 95036119, LAKE COUNTY, INDIANA, and (2) the Note, in the original principal amount of U.S. \$63,804.00, 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,"

(Providing for Fixed Rate)

4425 PINE AVENUE, HAMMOND, INDIANA 46327

Wells Fargo Custom Loan Mod 07222015 77

First American Mortgage Services

Page 1

12400 m E # 1511087

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:

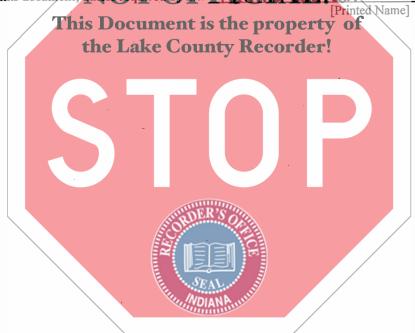
In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- Borrower agrees that certain amounts owed will not be capitalized, waived, or addressed as part of this
  Agreement, and will remain owed until paid. These amounts owed are referenced in the Cover Letter to
  this Agreement, which is incorporated herein, and are to be paid with the return of this executed Agreement.
  If these amounts owed are not paid with the return of this executed Agreement, then Lender may deem this
  Agreement void.
- 2. As of, OCTOBER 1, 2015 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$4,556.72, consisting of the amount to Borrower by Lender, plus capitalized interest in the amount of U.S. \$4,862.42 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.
- 3. 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 3.7500%, from OCTOBER 1, 2015. The Borrower promises to make monthly payments of principal and interest of U.S. \$206.35, 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.
- 4. 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 Cender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than \$6 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.
- 5. The Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement.
- 6. 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.

- 7. 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.
- 8. 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.
- 9. If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure

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 Harring 1997.



Helly (1) Asia Moss	9-11-2015
Borrower: KPLLY A. GOODMAN	Date
Borrower:	Date
Borrower:	Date
Borrower: :: [Space Below This Line for Acknowledgments]	Date
BORROWLANCESMENT	
COUNTY OF LONG OFFICIAL!	
Before me, the undersigned, a Notary Public, and for safe County Alector der! personally GOODMAN, said person being over the age of 18 years, and acknowledged the execution	Indiana appeared KELLY A
instrument instrument	on of the foregoing
WITNESS my hand and official seal.	
	ICE M LEE
Print Name: Mice Milel	ke County ssion # 574398 mission Expires
My commission expires on: Oct. 28, a server of the server	er 28, 2015
Residing in Law Conty	,
MOJANA, LILIE	

In Witness Whereof, the Lender have executed this Agreement.
WELLS FARGO BANK, N.A.  Susan F. Ogilvio  Vice President Loan Documentation
By (print name) Date (title)  [Space Below This Line for Acknowledgments]
STATE OF MISSON COUNTY OF COUNTY OF
The instrument was acknowledged before me this to the the vice President to a Pocumentation FF of Wells FARGO BANK, N.A.,
a Vice President Loan Documentation on behalf of said company of the Lake County Recorder!
Printed Name:  My commission expires:  My commission expires:
THIS DOCUMENT WAS PREPARED BY: KATRINA WATSON WELLS FARGO BANK, N.A. 3476 STATEVIEW BLVD, MAC# X7805 03K FORT MILL, SC 29715

## **EXHIBIT A**

**BORROWER(S): KELLY A. GOODMAN** 

LOAN NUMBER: (scan barcode)

## **LEGAL DESCRIPTION:**

ALL OF LOT 41 AND LOT 40, EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 40; THENCE SOUTH ALONG EAST LINE THEREOF, 12.33 FEET; THENCE IN A NORTHWESTERLY DIRECTION, 15.43 FEET TO A POINT ON THE NORTH LINE OF SAID LOT, WHICH POINT IS 9.64 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT; THENCE LAST ALONG THE NORTH LINE OF SAID LOT, 9.64 FEET TO THE POINT OF BEGINNING, ALL IN BLOCK 3 IN LANE'S ADDITION TO HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 2 PAGE 71, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

This Document is the property of ALSO KNOWN AS: 4425 PINE AVENUE, HAMMOND, INDIANA 46327 the Lake County Recorder!



50703655 FIRST AMERICAN ELS

FIRST AMERICAN ELS MODIFICATION AGREEMENT

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





Date: SEPTEMBER 4, 2015 Loan Number: (scan barcode)

Lender: WELLS FARGO BANK, N.A. Borrower: KELLY A. GOODMAN

Property Address: 4425 PINE AVENUE, HAMMOND, INDIANA 46327

## NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO ORALAGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one of more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money goods or any other thing of value or to otherwise extend credit or make

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feller	a C. Asway	an	7-1	1-2015
Borrower: KELLY A. GO				Date
KELLY A. ĞO	ODMAN			
Borrower:				Date .
Borrower:				Date
		THE DER'S O		
Borrower:				Date '
Borrower:		SEAL MOIANALLINE		Date
Borrower:				Date