

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2015 079691

2015 DEC -1 AM 8:35

MICHAEL B. BROWN  
RECORDER

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This Document Prepared By:  
Enca White  
NATIONSTAR MORTGAGE LLC  
8950 CYPRESS WATERS BLVD  
COPELL, TX 75019  
888-480-2432

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Original Recording Date: **October 02, 2007**  
Original Loan Amount: **\$81,717.00**

Loan No: **604377804**

FHA Case Number: **IN1518407734703**  
MIN Number: **100015700082493699**

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LAKE COUNTY RECORDER

This Loan Modification Agreement ("Agreement"), made this 13th day of October, 2015, between **FRANCISCO HERNANDEZ, JR. and SHERRY L. HERNANDEZ** whose address is **3744 DURBIN ST, GARY, IN 46408** ("Borrower") and **NATIONSTAR MORTGAGE LLC** which is organized and existing under the laws of **The United States of America**, and whose address is **8950 CYPRESS WATERS BLVD, COPPELL, TX 75019** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of 1901 E. Voorhees Street, Suite C, Danville, IL 61834 or P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **September 25, 2007** and recorded in **Book/Liber N/A**, Instrument No: **2007-078281**, of the **Official Records (Name of Records) of LAKE County, IN (County and State, or other Jurisdiction)** and (2) the Note, 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 **3744 DURBIN ST, GARY, IN 46408**,  
(Property Address)

the real property described being set forth as follows:

**THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF LAKE, STATE OF INDIANA: LOT 19 IN RIDGE ROAD ACRES, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 25 PAGE 68, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.**

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):



\* 6 0 4 3 7 7 8 0 4 Y G O V \*  
HUD MODIFICATION AGREEMENT  
8300h 11/12



\* 2 4 1 9 8 1 + 1 0 \*

(page 1 of 6)

AMOUNT \$ 23  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # 5150328  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM   
CLERK [Signature]

102

1. As of **October 1, 2015**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$81,736.55**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest 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 **4.000%**, from **October 1, 2015**. Borrower promises to make monthly payments of principal and interest of U.S. **\$390.22**, 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"), 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 the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, 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



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 HUD MODIFICATION AGREEMENT  
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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.

*Francisco Hernandez Jr*  
 FRANCISCO HERNANDEZ, JR. -Borrower (Seal)

*Sherry L Hernandez*  
 SHERRY L. HERNANDEZ -Borrower (Seal)



State of Indiana

County of LAKE

Before me, a Notary Public in and for said County and State, personally appeared FRANCISCO HERNANDEZ, JR. and SHERRY L. HERNANDEZ, who acknowledged the execution of the foregoing mortgage, and who, having been duly sworn, stated that any representations therein contained are true.

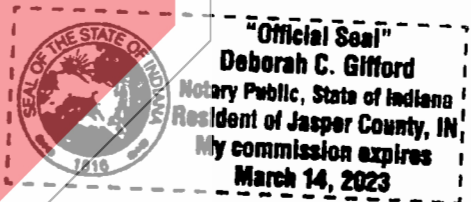
Witness my hand and Notarial Seal this 23 day of OCTOBER, 2015.

County of Residence: JASPER

My Commission Expires on: MARCH 14, 2023

Signature: *Deborah C Gifford*

Printed: DEBORAH C GIFFORD



NATIONSTAR MORTGAGE LLC

By: Erica White (Seal) - Lender

Name: Erica White

Title: Assistant Secretary

Date of Lender's Signature 11/17/15

[Space Below This Line For Acknowledgments]

The State of TX  
County of Dallas

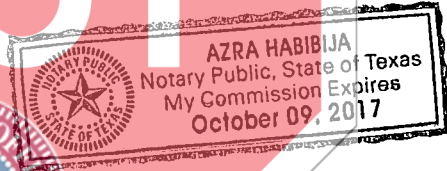
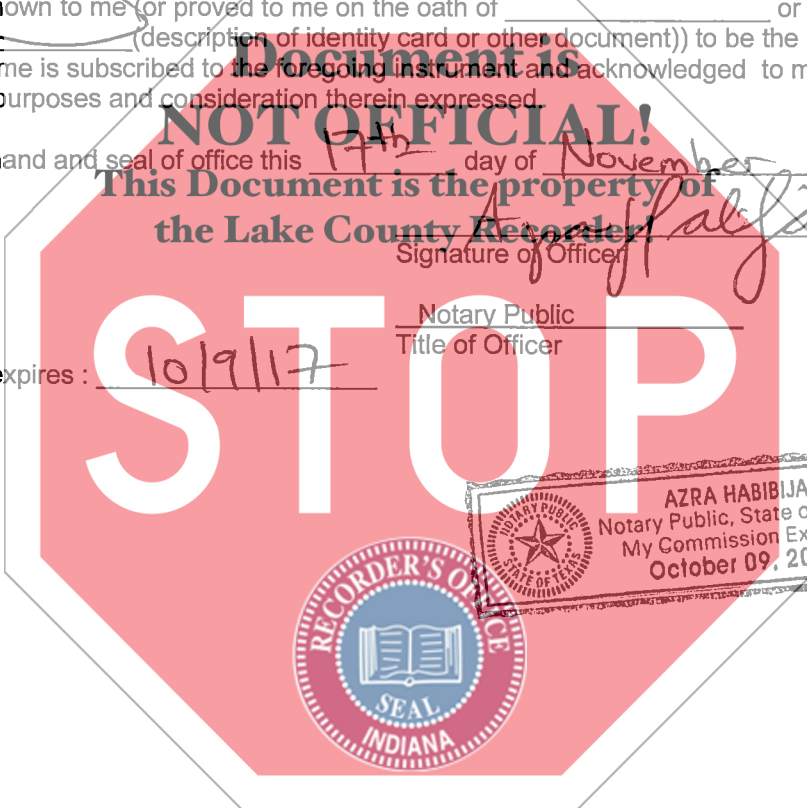
Before me Azra Habibija /Notary Public (name/title of officer) on this day personally appeared Erica White, the Assistant Secretary of Nationstar Mortgage LLC, known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 17th day of November, A.D., 2015.

Document is NOT OFFICIAL!  
This Document is the property of the Lake County Recorder  
Signature of Officer Azra Habibija

Notary Public  
Title of Officer

My Commission expires: 10/9/17



\* 6 0 4 3 7 7 8 0 4 Y G O V \*  
HUD MODIFICATION AGREEMENT  
8300h 11/12



\* 2 4 1 9 8 1 + 1 0 \*

Erica White Erica White 11/17/15

Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Title: Assistant Secretary

[Space Below This Line For Acknowledgments]

The State of TX  
County of Dallas

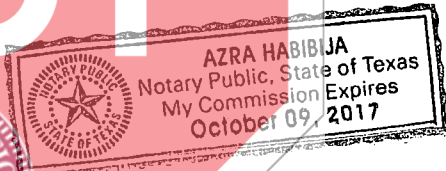
Before me Azra Habibija /Notary Public (name/title of officer) on this day personally appeared Erica White, the Assistant Secretary of Mortgage Electronic Registration Systems, Inc, known to me (or proved to me on the oath of or through (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 17th day of November, A.D., 2015.

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Azra Habibija  
Signature of Officer

Notary Public  
Title of Officer

My Commission expires : 10/9/17



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\* 2 4 1 9 8 1 + 1 0 \*

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.

*Enca White*

Signature

*Enca White*

Printed Name

This Document Prepared By:

*Enca White*

NATIONSTAR MORTGAGE LLC  
8950 CYPRESS WATERS BLVD  
COPPELL, TX 75019



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