

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 084829

2015 DEC 18 AM 8:39

MICHAEL B. BROWN
RECORDER

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This Document Prepared By:
MICHELLE C MOTON
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715
(800) 416-1472

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~~When recorded mail to: #9750863~~
First American Title
Loss Mitigation Title Services 1079.12
P.O. Box 27670
Santa Ana, CA 92799
RE: SUSZCZYK - PR DOCS

Tax/Parcel #: 45-07-18-132-012.000-023

[Space Above This Line for Recording Data]

Original Principal Amount: \$89,066.00
Unpaid Principal Amount: \$70,098.75
New Principal Amount \$75,727.37
New Money (Cap): \$5,628.62


FHA/VA Loan No.: [REDACTED]
Loan No: (scan barcode)



LOAN MODIFICATION AGREEMENT (MORTGAGE)
(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this 23RD day of SEPTEMBER, 2015, between OLGA SUSZCZYK ("Borrower"), whose address is 7404 JARNECKE AVE, HAMMOND, INDIANA 46324 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 JULY 28, 2003 and recorded on AUGUST 4, 2003 in INSTRUMENT NO. 2003 080213, LAKE COUNTY, INDIANA, and (2) the Note, in the original principal amount of U.S. \$89,066.00, 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 7404 JARNECKE AVE, HAMMOND, INDIANA 46324

Wells Fargo Custom Loan Mod 07222015_77
First American Mortgage Services

AMOUNT \$ 24- 936 
CASH Page 1 CHARGE _____
CHECK # 1523372
OVERAGE _____
COPY _____
NON-COM _____
CLERK RM E

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

LOT 35, EXCEPT THE SOUTH 2 1/2 FEET THEREOF, IN BLOCK 6, IN FORD-ROXANA ADDITION TO HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 20 PAGE 23, 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):

1. 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, **NOVEMBER 1, 2015** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance" is U.S. \$5,628.62) (including to the property) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$5,628.62 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 **NOVEMBER 1, 2015**. The Borrower promises to make monthly payments of principal and interest of U.S. \$350.71, beginning on the **1ST** day of **DECEMBER, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 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 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.
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) acknowledge 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.

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 the Lake County Recorder!

[Printed Name]



SUSZCZYK

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

STOP



In Witness Whereof, I have executed this Agreement.

Borrower: OLGA SUSZCZYK

Date

10/1/15

Borrower:

Date

Borrower:

Date

Borrower:

Date

[Space Below This Line for Acknowledgments]

STATE OF Indiana
COUNTY OF Lake

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BORROWER ACKNOWLEDGMENT

STOP

Before me, the undersigned, a Notary Public, in and for said County and State, Lake, Indiana
this 1st day of October, 2015, personally appeared OLGA SUSZCZYK, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument

This Document is the property of the Lake County Recorder!

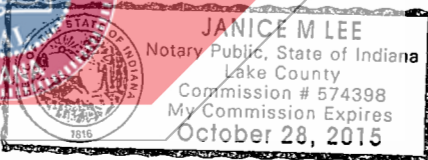
WITNESS my hand and official seal.

Janice M. Lee
Notary Public

Print Name: Janice M. Lee

My commission expires on: Oct. 28, 2015

Residing in Lake County



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

By SFogini Susan F. Ogilvie Vice President Loan Documentation 10/8/15
(print name) (title) Date

[Space Below This Line for Acknowledgments]

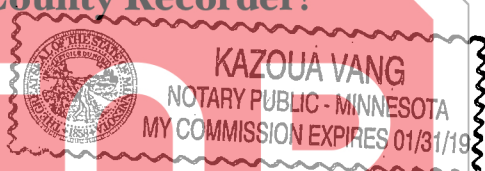
LENDER ACKNOWLEDGMENT

STATE OF minnesota COUNTY OF Dakota

The instrument was acknowledged before me this October 08, 2015 by
Susan F. Ogilvie,
Vice President Loan Documentation of WELLS FARGO BANK, N.A.,
a Vice President Loan Documentation on behalf of said company.



Kazoua Vang
Notary Public



Printed Name: Kazoua Vang
My commission expires: 01/31/2019

THIS DOCUMENT WAS PREPARED BY:
MICHELLE C MOTON
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715



Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between **WELLS FARGO BANK, N.A.** (the "Lender") and **OLGA SUSZCZYK** (the "Borrower") dated **SEPTEMBER 23, 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.

This agreement is only valid once consent of the United States Bankruptcy Court or other applicable approval to modify this mortgage is received.

Signed this 1st day of October, 2015. (BORROWER MUST INITIAL HERE) OS

Lender S F Ogilvie Borrower Olga Suszczyk

By: Susan F. Ogilvie
Name: Vice President Loan Documentation
OLGA SUSZCZYK



Date: **SEPTEMBER 23, 2015**
Loan Number: (scan barcode)
Lender: **WELLS FARGO BANK, N.A.**
Borrower: **OLGA SUSZCZYK**
Property Address: **7404 JARNECKE AVE, HAMMOND, INDIANA 46324**

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 ORAL AGREEMENTS 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 or 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 a financial accommodation.

Olga Suszczyk
Borrower: **OLGA SUSZCZYK** Date: 10/11/15

Borrower: _____ Date: _____

Borrower: _____ Date: _____

Borrower: _____ Date: _____

Borrower: _____ Date: _____

Borrower: _____ Date: _____

Borrower: _____ Date: _____

