

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2016 000183

2016 JAN -5 AM 8:47

MICHAEL B. BROWN  
RECORDER

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This Document Prepared By:  
JASON TAYLOR  
WELLS FARGO BANK, N.A.  
3476 STATEVIEW BLVD  
FORT MILL, SC 29715  
(800) 416-1472

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~~When recorded mail to:~~ #:9827896

First American Title  
Loss Mitigation Title Services 1079.12  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: PITTS - PR DOCS

Tax/Parcel #: 45-12-24-102-021.000-046

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Original Principal Amount: \$133,066.00

FHA/VA Loan No.:

Unpaid Principal Amount: \$133,715.84

Loan No: (scan barcode)

New Principal Amount \$172,713.58

New Money (Cap): \$38,997.74



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

This Loan Modification Agreement ("Agreement"), made this 17TH day of NOVEMBER, 2015, between DEREK PITTS AND PATRICIA PITTS ("Borrower"), whose address is 7740 MONTANA ST, MERRILLVILLE, INDIANA 46410 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 DECEMBER 26, 2007 and recorded on JANUARY 8, 2008 in INSTRUMENT NO. 2008 001422, LAKE COUNTY, INDIANA, and (2) the Note, in the original principal amount of U.S. \$133,066.00, 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 7740 MONTANA ST, MERRILLVILLE, INDIANA 46410



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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):

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, **JANUARY 1, 2016** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$172,713.58, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$38,997.74 and other amounts capitalized, which is limited to escrows and any legal fees and other foreclosure costs that may have been incurred 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 **4.2500%**, from **JANUARY 1, 2016**. The Borrower promises to make monthly payments of principal and interest of U.S. \$849.65, beginning on the **1ST** day of **FEBRUARY, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 1, 2046** (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. If the borrower has filed for or received a discharge in a bankruptcy proceeding subsequent to or in conjunction with the execution of this Agreement and said debt was not reaffirmed during the course of the proceeding, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement and may only enforce the lien as against the property.
8. 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.
9. 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.
10. If included, the undersigned Borrower(s) acknowledge(s) 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** Jason Taylor [Printed Name]



In Witness Whereof, I have executed this Agreement.

Borrower: DEREK PITTS

*Patricia Pitts*

PATRICIA PITTS \*signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

11/24/2015  
Date

11/24/2015  
Date

Borrower:

Date

Borrower:

Date

[Space Below This Line for Acknowledgments]

STATE OF Indiana  
COUNTY OF Lake

**Document is NOT OFFICIAL!**  
BORROWER ACKNOWLEDGMENT

**This Document is the property of**

Before me, the undersigned, a Notary Public, in and for said County and State, this 24th day of November 2015, personally appeared DEREK PITTS, PATRICIA PITTS, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument

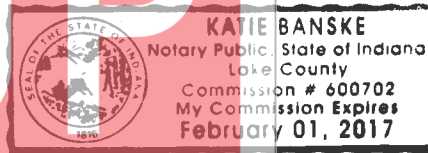
WITNESS my hand and official seal.

*[Signature]*  
Notary Public

Print Name: Katie Banske

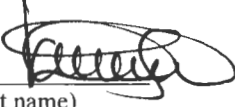
My commission expires on: 1 Feb 17

Residing in Lake County



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

By Lemane Workineh Gutema  12-18-15  
Vice President Loan Documentation (print name) (title) Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

STATE OF MN COUNTY OF Dakota

The instrument was acknowledged before me this 12-18-15 by  
Lemane Workineh Gutema the  
Vice President Loan Documentation of WELLS FARGO BANK, N.A.,  
a Vice President Loan Documentation on behalf of said company.

  
Notary Public

Printed Name: \_\_\_\_\_  
My commission expires: 1-31-19

THIS DOCUMENT WAS PREPARED BY:  
JASON TAYLOR  
WELLS FARGO BANK, N.A.  
3476 STATEVIEW BLVD, MAC# X7805-01X  
FORT MILL, SC 29715

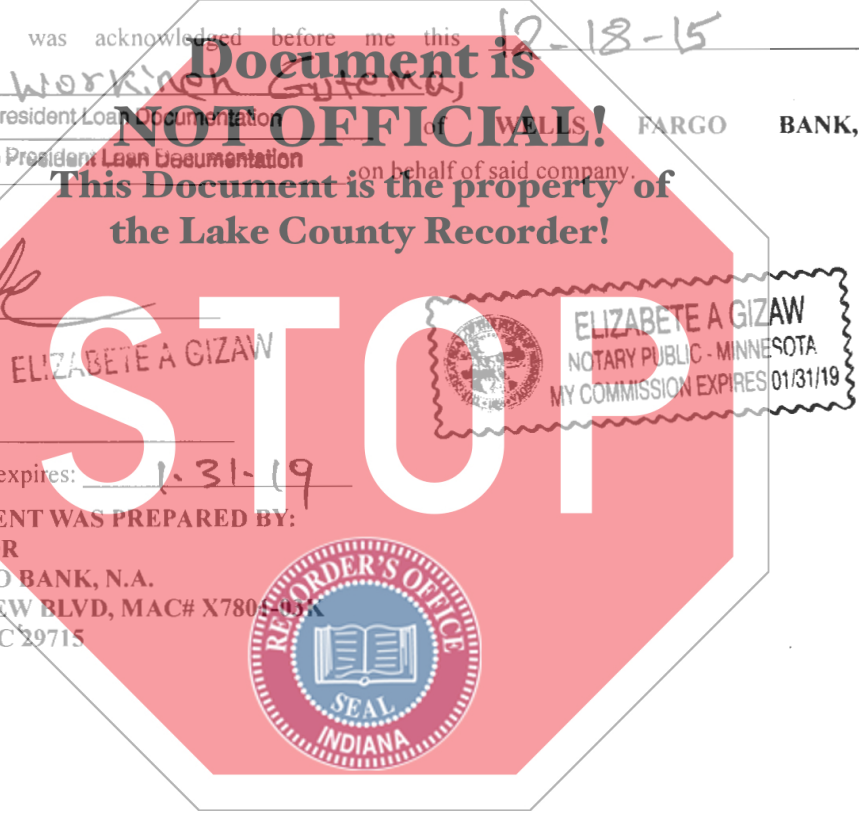


EXHIBIT A

**BORROWER(S): DEREK PITTS AND PATRICIA PITTS**

**LOAN NUMBER: (scan barcode)**

**LEGAL DESCRIPTION:**

LOT 117 (EXCEPT THE EAST 10 FEET THEREOF FOR HIGHWAY PURPOSES), A RESUBMISSION OF THE RESUBDIVISION OF LOTS 11 TO 27, BOTH INCLUSIVE, IN BLOCK 5, LINCOLNWAY FARMS, INC., GREEN ACRES DEVELOPMENT, AND ALSO A RESUBDIVISION OF LOTS 51 AND 52, BLOCK 5, LINCOLNWAY FARMS, INC., GREEN ACRES DEVELOPMENT, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 15 PAGE 35, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

ALSO KNOWN AS: 7740 MONTANA ST, MERRILLVILLE, INDIANA 46410

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FIRST AMERICAN ELS  
MODIFICATION AGREEMENT

IN

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

**STOP**



Date: NOVEMBER 17, 2015  
Loan Number: (scan barcode)  
Lender: WELLS FARGO BANK, N.A.  
Borrower: DEREK PITTS, PATRICIA PITTS  
Property Address: 7740 MONTANA ST, MERRILLVILLE, INDIANA 46410

### 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.

*[Signature]*  
Borrower: \_\_\_\_\_ Date: 11/24/2015

**DEREK PITTS**  
*[Signature]*  
Borrower: \_\_\_\_\_ Date: 11/24/2015

**PATRICIA PITTS** \*signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

Borrower: \_\_\_\_\_ Date: \_\_\_\_\_

Borrower: \_\_\_\_\_ Date: \_\_\_\_\_

Borrower: \_\_\_\_\_ Date: \_\_\_\_\_

Borrower: \_\_\_\_\_ Date: \_\_\_\_\_

