

2016 014714

2016 MAR 11 AM 11:25

MICHAEL B. BROWN
RECORDER

5

Santander Bank, N.A. Loan #: 136310181
Freddie Mac Loan #: 373017820

Documents prepared by: MADLINE PEREZ
MIN: 100085804915652342
MERS Phone Number: 1-888-679-6377
On (Date): 01/04/2016
Parcel ID#: 450707130017000023

~~After recording return to:~~
Santander Bank, N.A.
Mail Code 10-6438-W07
601 Penn St. Reading, PA 19601

WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: POST CLOSING
530 SOUTH MAIN STREET
SUITE 1031
AKRON, OH 44311

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED.

16011444

This Loan Modification Agreement ("Modification") is effective 01/01/16, between ROLANDO U GARZA, ("Borrower"), **1125 167TH ST, HAMMOND, IN 46324**, and Santander Bank, N.A., formerly known as Sovereign Bank, N.A., formerly known as Sovereign Bank, 601 Penn Street, Reading, PA 19601, as assigned from THE FIRST MORTGAGE CORPORATION, respect to the Note and Mortgage or Security Instrument defined and modified in this Agreement ("Lender"), Mortgage Electronic Registration Systems, Inc. ("Mortgagee"), and amends and supplements (1) the Note (the "Note") made by the Borrower, dated 07/27/06, in the original principal sum of U.S. \$68,000.00, and (2) the Mortgage, Deed of Trust or Deed to Secure (the "Security Instrument"), and granted or assigned to Mortgage Electronic Registration Systems, Inc., as mortgagee of record (solely as nominee for Lender (Santander Bank, N.A.) and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan, 48501-2026, recorded on 08/09/06 in Document Number 2006069042, in LAKE COUNTY, INDIANA. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property describe in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located: **1125 167TH ST, HAMMOND, IN 46324**. That real property is described as:

See description attached hereto and made a part hereof:

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration

7-479 FHLMC MERS 2 Borrower Rev. 07-14-15
Loan #: 136310181

AMOUNT \$ 20,000
E ORN CHARGE
CARE# 123616236
C/V/AGE
COPY
NOW CONF
DEPUTY JB

1 ref

and Security Instrument as follows: The Borrower and the Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower X is, _____ is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$1,866.50 have been added to the indebtedness under the terms of the Note and Security Instrument. As of 01/01/16 the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$61,745.23.
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.00% (fixed rate), beginning 01/01/16. The Borrower promises to make monthly payments of principal and interest of U.S. \$258.06, beginning on 02/01/16, and continuing thereafter on the same day of each succeeding month. If on 1/1/2056 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the modified Maturity Date. The Borrower will make such payments to Santander Bank, N.A., PO Box 12649, Reading, PA 19612 or at such other place as the Lender may require.
4. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and 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.
5. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
6. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification.

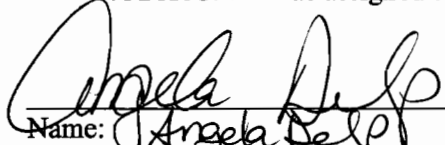
[Check applicable box(es)]

- 1-4 Family Rider - Assignment of Rents
- Modification due on transfer rider

[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement.

Mortgage Electronic Registration Systems, Inc. ("Mortgagee") as nominee for FIRST MORTGAGE CORPORATION and as assigned to Santander Bank, N.A.

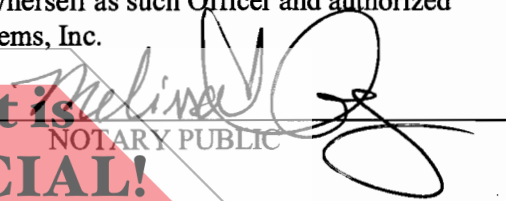

Name: Angela Delp
Title: Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA, BERKS COUNTY SS:

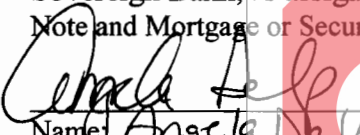
On this, the 27th day of JANUARY, 2012, before me, a Notary Public, personally appeared Angela Delp who acknowledged himself/herself to be AVP of Santander Bank, N.A, a corporation, and an authorized Certifying Officer for Mortgage Electronic Registration Systems, Inc., that he/she as such Officer and authorized Certifying Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself/herself as such Officer and authorized Certifying Officer for Mortgage Electronic Registration Systems, Inc.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Melissa Hinsey, Notary Public
City of Reading, Berks County
My Commission Expires May 19, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Document is NOT OFFICIAL!
NOTARY PUBLIC


NOTARY PUBLIC

SANTANDER BANK, N.A., formerly known as Sovereign Bank, N.A., formerly known as Sovereign Bank, as assigned from LAKE COUNTY RECORDERS CORPORATION, with respect to the Note and Mortgage or Security Instrument defined and modified in this Agreement ("Lender")

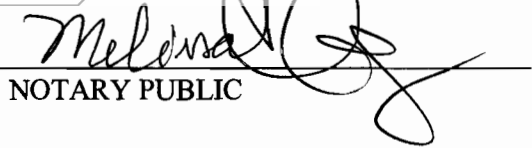

Name: Angela Delp
Title: AVP

STOP

COMMONWEALTH OF PENNSYLVANIA, BERKS COUNTY SS:

On this, the 27th day of JANUARY, 2012, before me, the undersigned, a Notary Public, personally appeared Angela Delp, personally known to me or proved to me on the basis of satisfactory evidence to be such officer of Santander Bank, N.A., a corporation, and that they as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by themselves as such officer, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Melissa Hinsey, Notary Public
City of Reading, Berks County
My Commission Expires May 19, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES


NOTARY PUBLIC

Rolando U Garza
ROLANDO U GARZA, Borrower

STATE OF Indiana
COUNTY OF Lake

On this, the 20th (day) of January (month), 2016, before me, the undersigned, a Notary Public, in and for said state, personally appeared **ROLANDO U GARZA, Borrower**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Janice Montgomery
Notary Public

JANICE S. MONTGOMERY
Notary Public - Seal
State of Indiana
Lake County
My Commission Expires Sep 21, 2022

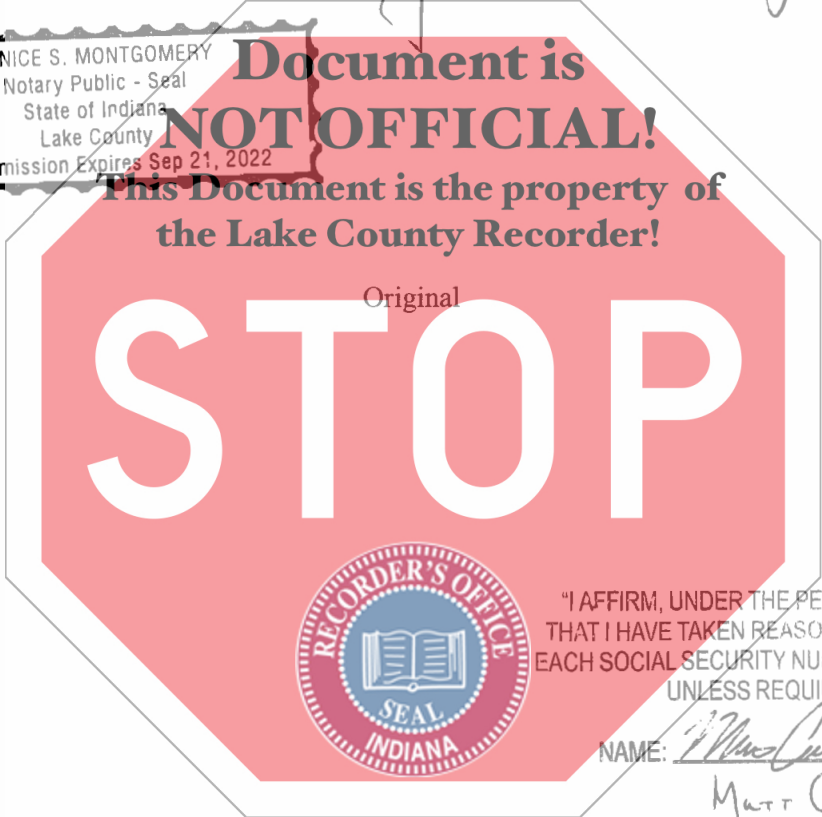


EXHIBIT A LEGAL DESCRIPTION

- (I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (J) "Community Association Dues, Fees and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (L) "Escrow Items" mean those items that are described in Section 3.
- (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the

COUNTY of LAKE (Name of Recording Jurisdiction)

LOT NUMBER "E" OF LOT 1 AND THE EAST 0.08 OF LOT 2 AS SHOWN ON THE RECORDED PLAT OF RIDGE ROAD ADDITION HAMMOND (FORMERLY HESSVILLE) RECORDED IN PLAT BOOK 17, PAGE 4 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA KEY NO 26-35-0274-0005

which currently has the address of 1125 167TH STREET, HAMMOND Indiana 46324 ("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the

