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2016 055057

STATE OF INDIANA
LAKE COUNTY
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2016 AUG 12 AM 11:11

MICHAEL B. BROWN
RECORDER

This Document Prepared By:
PATRICK PATTERSON
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: #:10076953
First American Title
Loss Mitigation Title Services 1079.12
P.O. Box 27670
Santa Ana, CA 92799
RE: DEGNAN III - PR DOCS

Tax/Parcel #: 45-13-05-183-007.000-018

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Original Principal Amount: \$86,224.00
Unpaid Principal Amount: \$87,353.95
New Principal Amount \$111,824.44
New Money (Cap): \$24,470.49

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



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

This Loan Modification Agreement ("Agreement"), made this 11TH day of MAY, 2016, between THOMAS C DEGNAN III ("Borrower"), whose address is 1323 GARFIELD STREET, HOBART, INDIANA 46342 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 NOVEMBER 16, 2004 and recorded on NOVEMBER 18, 2004 in INSTRUMENT NO. 2004 098072, LAKE COUNTY, INDIANA, and (2) the Note, in the original principal amount of U.S. \$86,224.00, 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 1323 GARFIELD STREET, HOBART, INDIANA 46342

1 ref \$26.00
✓ (\$8923)
E AS

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, **JUNE 1, 2016** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$111,824.44, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$24,470.49 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 **JUNE 1, 2016**. The Borrower promises to make monthly payments of principal and interest of U.S. \$517.88, beginning on the 1ST day of **JULY, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JUNE 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



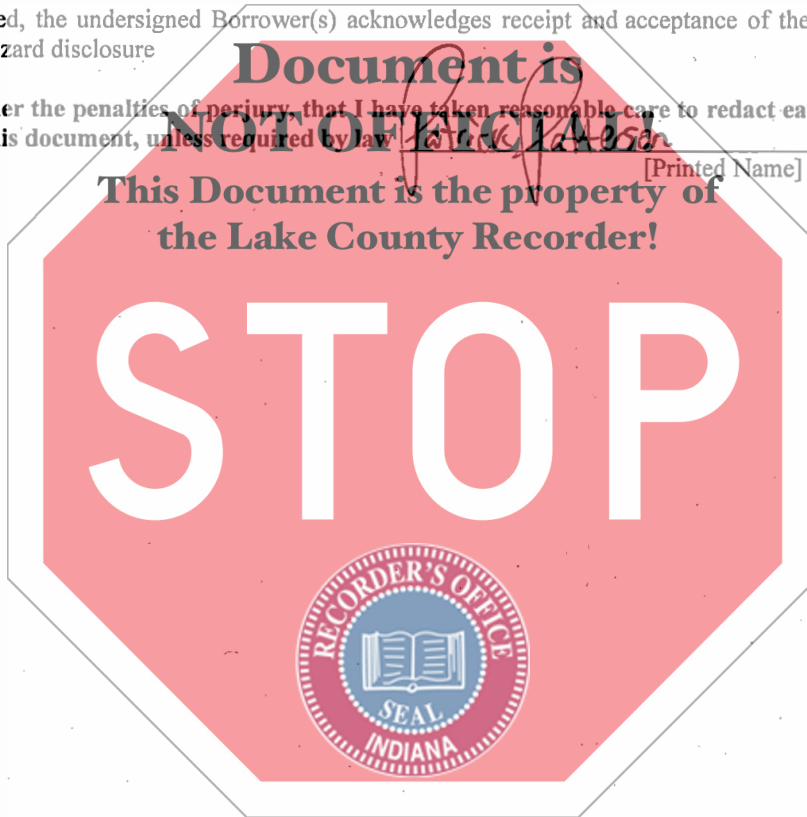
contains any such terms and provisions as those referred to in (a) above.

7. 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.

Document is NOT OFFICIAL
[Printed Name]

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In Witness Whereof, I have executed this Agreement.

Thomas C Degnan III

Borrower: THOMAS C. DEGNAN III

5/23/16

Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

[Space Below This Line for Acknowledgments]

STATE OF Indiana
COUNTY OF Lake

BORROWER ACKNOWLEDGMENT

NOT OFFICIAL!

Before me, the undersigned, a Notary Public, in and for said County and State, this 13th day of May, 2016, personally appeared THOMAS C DEGNAN III, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument

This Document is the property of Lake, Indiana
the Lake County Recorder!

WITNESS my hand and official seal.

Janice Marie Lee
Notary Public

Print Name: Janice Marie Lee

My commission expires on: Sept. 28, 2023

Residing in Lake County



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

Michelle Lea Ray Hoffmann

Vice President Loan Documentation

5/31/16

Michelle Hoffmann

By

(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 5-31-16 by

Michelle Lea Ray Hoffmann the

Vice President Loan Documentation of WELLS FARGO BANK, N.A.,

a Vice President Loan Documentation, on behalf of said company.

**This Document is the property of
the Lake County Recorder!**

Tryphena V C Mitchell
Notary Public

Printed Name: **Tryphena V C Mitchell**

My commission expires: 1/31/2019



THIS DOCUMENT WAS PREPARED BY:

PATRICK PATTERSON

WELLS FARGO BANK, N.A.

**3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SC 29715**



EXHIBIT A

BORROWER(S): THOMAS C DEGNAN III

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

THE FOLLOWING DESCRIBED REAL ESTATE IN LAKE COUNTY, IN THE STATE OF INDIANA:

THE NORTH 55 FEET OF THE SOUTH 110 FEET OF THE NORTH 1/2 OF BLOCK 16 IN JAKE KRAMER, JR. ADDITION TO HOBART CASTER PLAT THEREOF, RECORDED IN PLAT BOOK 11 PAGE 22, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

ALSO KNOWN AS: 1323 GARFIELD STREET, HOBART, INDIANA 46342



Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between **WELLS FARGO BANK, N.A.** (the "Lender") and **THOMAS C DEGNAN III** (the "Borrower") dated **MAY 11, 2016** 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.

(BORROWER MUST INITIAL HERE) TC D III

Signed this 23rd day of May, 2016.

Lender

Borrower

By:
Name:

Michelle Hoffmann 5/31/16

Thomas C Degnan III
THOMAS C DEGNAN III

Michelle Lea Ray Hoffmann
Vice President Loan Documentation



Date: **MAY 11, 2016**
Loan Number: (scan barcode)
Lender: **WELLS FARGO BANK, N.A.**
Borrower: **THOMAS C DEGNAN III**
Property Address: **1323 GARFIELD STREET, HOBART, INDIANA 46342**

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.

<i>Thomas C Degnan III</i>	<i>05/23/16</i>
Borrower: THOMAS C DEGNAN III	Date
_____	Date
Borrower:	Date
_____	Date
Borrower:	Date
_____	Date
Borrower:	Date
_____	Date
Borrower:	Date
_____	Date

