

12

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2016 055447

2016 AUG 16 AM 8:38

MICHAEL B. BROWN  
RECORDER

This Document Prepared By:  
**JACQUELYN GRANT**  
**WELLS FARGO BANK, N.A.**  
**3476 STATEVIEW BLVD, MAC# X7801-03K**  
**FORT MILL, SC 29715**

When recorded mail to: #: 10006859  
First American Title  
Loss Mitigation Title Services, 1079.12  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: BARANSKI - PR DOCS

Tax/Parcel #: 45-12-16-205-015.000-030

[Space Above This Line for Recording Data]

Original Principal Amount: \$122,286.00  
Unpaid Principal Amount: \$111,455.04  
New Principal Amount \$121,982.99  
Total Cap Amount: \$10,527.95

Investor Loan No.: [REDACTED]  
Loan No: (scan barcode)

**LOAN MODIFICATION AGREEMENT (MORTGAGE)**

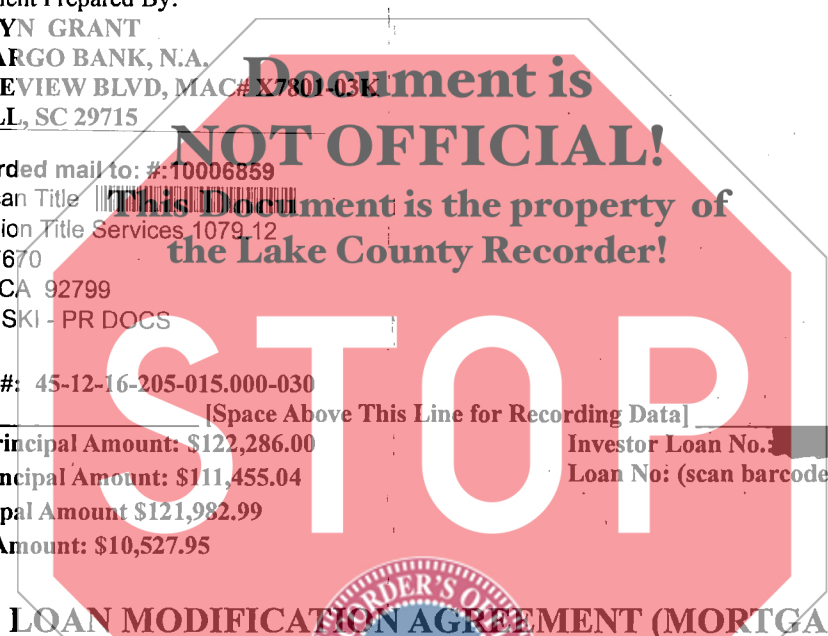
Executed on this day: **MAY 28, 2016**  
Borrower ("I"): **HARLEY BARANSKI AND JULIA BARANSKI**  
Borrower Mailing Address: **7011 VAN BUREN PLACE, MERRILLVILLE, INDIANA 46410**  
Lender or Servicer ("Lender"): **WELLS FARGO BANK, N.A.**  
Lender or Servicer Address: **3476 STATEVIEW BLVD, MAC# X7801-03K, FORT MILL, SC 29715**  
Date of first lien mortgage, deed of trust, or security deed ("Mortgage") **AUGUST 29, 2008** and the Note ("Note") date of **AUGUST 29, 2008**

Property Address ("Property"): **7011 VAN BUREN PLACE, MERRILLVILLE, INDIANA 46410**

Legal Description:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

<sup>1</sup> If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I" or "my") shall include the plural (such as "we" or "our") and vice versa where appropriate.



*Handwritten notes:*  
\$ 34  
CK# 1590821  
E Q  
1 Ref

**Prior instrument reference: Recorded on SEPTEMBER 10, 2008 in INSTRUMENT NO. 2008 063399, of the Official Records of LAKE COUNTY, INDIANA**

This Loan Modification Agreement ("Agreement") is made on **MAY 28, 2016** by and between Borrower, as obligor(s), or as title holder(s) to the Property, as the context may require, and Lender. Borrower's obligations under the Note are secured by a properly recorded Mortgage, dated the same date as the Note encumbering the Property. Borrower agrees that, except as expressly modified in this Agreement, the Note and the Mortgage remain in full force and effect and are valid, binding obligations upon Borrower, except as discharged in Bankruptcy, and are properly secured by the Property.

If my representations in Section 1, Borrower Representations, continue to be true in all material respects, then this Agreement will amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are hereafter referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in the Loan Documents.

In consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows (notwithstanding anything to the contrary in the Loan Documents).

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement.

Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Loan Documents. Further, except as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged, and Borrower and Lender will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement:

**1. Borrower Representations.**

I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and/or (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future; I did not intentionally or purposefully default of the Mortgage Loan in order to obtain a loan modification;
- B. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the modification, are true and correct;
- C. If Lender requires me to obtain credit counseling in connection with the modification, I will do so;
- D. I have made or will make all payments required within this modification process;
- E. In consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows (notwithstanding anything to the contrary in the Loan Documents).

**2. The Modification.**

- A. The modified principal balance of the Note will include amounts and arrearages that will be past due as of the Modification Effective Date (which may include unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, valuation, property preservation, and other charges not permitted under the terms of this modification, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to the modified loan. The new principal balance of my Note will be **\$121,982.99** (the "New Principal Balance"). Borrower understands that by agreeing to add the Unpaid Amounts to the principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. Borrower also understands that this means interest will now accrue on the unpaid Interest that is added to the outstanding principal balance, which would not happen without this Agreement.
- B. Interest at the rate of **4.0000%** will begin to accrue on the New Principal Balance as of **JULY 1, 2016** and the first new monthly payment on the New Principal Balance will be due on **AUGUST 1, 2016**. Interest due on each monthly payment will be calculated by multiplying the New Principal Balance and the interest rate in effect at the time of calculation and dividing the result by twelve (12). My payment schedule for the modified Loan is as follows:

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

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment	Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On
360	4.0000%	07/01/2016	\$582.37	\$424.10	\$1,006.47	08/01/2016

\* After your modification is complete, escrow payments adjust at least annually in accordance with applicable law; therefore, the total monthly payment may change accordingly.

The above terms shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step or simple interest rate.

This modification is conditioned upon the receipt of a payment in the amount of **\$20.00**. This payment will be applied towards the delinquent amounts owed prior to the modified terms referenced below. This payment is due when the executed modification is returned, but no later than the Return Date indicated above. If this payment is not made on time, then this modification is null and void and the loan will not be modified according to the terms set forth in this Agreement.

**3. Loan Modification Terms.**

This Agreement hereby modifies the following terms of the Loan Documents as described herein above as follows:

- A. The current contractual due date has been changed from **SEPTEMBER 1, 2015** to **AUGUST 1, 2016**. The first modified contractual due date is **AUGUST 1, 2016**.
- B. The maturity date is **JULY 1, 2046**.
- C. The amount of Recoverable Expenses\* to be capitalized will be U.S. **\$0.00**.

\*Recoverable Expenses may include, but are not limited to: Title, Attorney fees/costs, BPO/Appraisal, and/or Property Preservation/Property Inspections.

- D. Lender will forgive outstanding Other Fees U.S. \$0.00. Other Fees may include, but are not limited to: Prior Deferred Interest, appraisal fees.
- E. Lender will forgive outstanding NSF Fees U.S. \$0.00.
- F. Lender agrees to waive all unpaid Late Charges in the amount of U.S. \$198.28.
- G. The amount of interest to be included (capitalized) will be U.S. \$6,164.83.
- H. The amount of the Escrow Advance to be capitalized will be U.S. \$4,363.12.

#### 4. Additional Agreements

I agree to the following:

- A. If applicable, the Note may contain provisions allowing for changes in the interest rate and the monthly payment. The Note limits the amount the Borrower's interest rate can change at any one time and the maximum rate the Borrowers must pay.
- B. If a biweekly loan, the Loan will convert to a monthly payment schedule. References in the Loan Documents to "biweekly," "every two weeks," and "every other Monday" shall be read as "monthly," except as it relates to the Modified Maturity Date. Interest will be charged on a 360-day year, divided into twelve (12) segments. Interest charged at all other times will be computed by multiplying the interest bearing principal balance by the interest rate, dividing the result by 365, and then multiplying that daily interest amount by the actual number of days for which interest is then due. As part of the conversion from biweekly to monthly payments, any automatic withdrawal of payments (auto drafting) in effect with Lender for the Loan are cancelled.
- C. **Funds for Escrow Items.** I will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." I shall promptly furnish to Lender all notices of amounts to be paid under this Section 4.E. I shall pay Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, I shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and Agreement contained in the Loan Documents, as the phrase "covenant and Agreement" is used in the Loan Documents. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender



may exercise its rights under the Loan Documents and this Agreement and pay such amount and I shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this Section 4.E.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay me any interest or earnings on the Funds. Lender and I can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide me, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to me for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to me any Funds held by Lender.

- D. If the Borrowers balance has been reduced as a result of this new Agreement, it is understood that any credit life, accident and health, and involuntary unemployment insurance written in connection with this loan has been cancelled, and that any refund of unearned premiums or charges made because of the cancellation of such credit insurance is reflected in the amount due under this Agreement. *Exception:* In the state of California, Life, A&H, and IUI insurance must be cancelled, with refunds applied to the account prior to entry of the settlement transaction, even though there is no reduction in balance as part of the settlement.
- E. If this loan has "Monthly Add-On Premium" Credit Life or Credit Accident & Health Insurance coverage, it is understood and agreed that the Borrowers acceptance of this Agreement will result in the cancellation of the above-mentioned insurances.
- F. If the Borrower's home owners insurance should lapse, **Wells Fargo Home Mortgage** reserves the right to place Lender Placed Insurance (LPI) on the account. If LPI is placed on the account the monthly payment could increase. All other terms of the modification Agreement will not be affected by the LPI and will remain in effect with accordance to this Agreement.
- G. 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 Loan Documents. 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 Loan Documents. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on Borrower.

- H. If Borrower has a pay option adjustable rate mortgage Loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan.
- I. If Borrower fails to pay Lender the amount due and owing or to pay any monthly payment on the dates above, Borrower shall surrender the Property to Lender. If Borrower fails or refuses to surrender the Property to Lender, Lender may exercise any and all remedies to recover the Property as may be available to Lender pursuant to its security interest and lien and applicable law. These remedies may include the recovery of reasonable attorney's fees actually incurred, plus legal expenses and expenses for entering on the Property to make repairs in any foreclosure action filed to enforce the Lender lien. Lender's rights and remedies extend only to the Property, and any action related to the Property itself and not to recovery of any amount owed to Lender under the Note as modified herein, which has been discharged in bankruptcy.
- J. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the 1-4 Family Modification Agreement Rider Assignment of Rents.
- K. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Notice of Special Flood Hazard disclosure.
- L. CORRECTION AGREEMENT: The undersigned Borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants **Wells Fargo Home Mortgage**, as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Modification Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments as modified by this Agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 120 days from the closing date of the undersigned's Modification. Borrower agrees to make and execute such other documents or papers as necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to their heirs, executors, administrators, and assigns of the Borrower.
- M. If the Borrower's Loan is currently in foreclosure, the Lender will attempt to suspend or cancel the foreclosure action upon receipt of the first payment according to this Agreement. Lender agrees to suspend further collection efforts as long as Borrowers continue making the required payments under this Agreement.
- N. All the rights and remedies, stipulations, and conditions contained in the Loan Documents relating



In Witness Whereof, I have executed this Agreement.

Borrower: HARLEY BARANSKI

06-17-16  
Date

Borrower: JULIA BARANSKI

06-17-16  
Date

[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

STATE OF Indiana  
COUNTY OF Lake

Before me, the undersigned, a Notary Public, in and for said County and State, Lake, Indiana  
this 17<sup>th</sup> day of June, 2016, personally appeared HARLEY  
BARANSKI, JULIA BARANSKI, said person being over the age of 18 years, and acknowledged the  
execution of the foregoing instrument

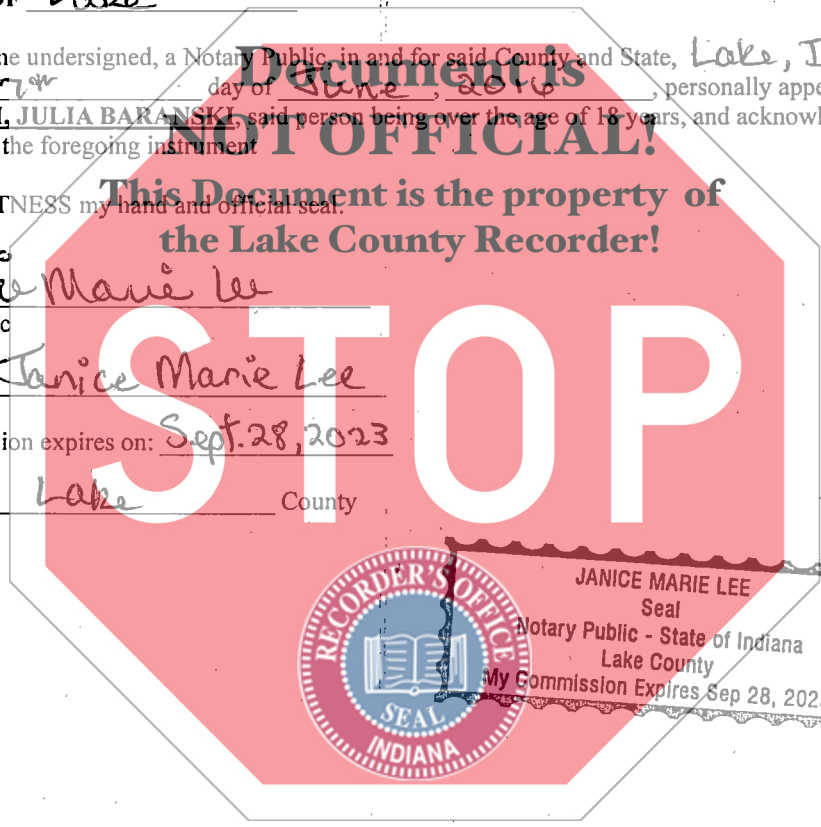
WITNESS my hand and official seal.

Janice Marie Lee  
Notary Public

Print Name: Janice Marie Lee

My commission expires on: Sept. 28, 2023

Residing in Lake County



JANICE MARIE LEE  
Seal  
Notary Public - State of Indiana  
Lake County  
My Commission Expires Sep 28, 2023



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

By: Eyerusalem Brehanu Menna  
(print name) Vice President Loan Documentation  
(title)

[Signature]  
(sign)

7/18/2016  
Date

[Space Below This Line for Acknowledgments]

STATE OF MINNESOTA

COUNTY OF DAKOTA

The instrument was acknowledged before me this 07-08-16 by  
EYERUSALEM BREHANU MENNA the  
Vice President Loan Documentation of WELLS FARGO BANK, N.A.,  
a Vice President Loan Documentation, on behalf of said company.

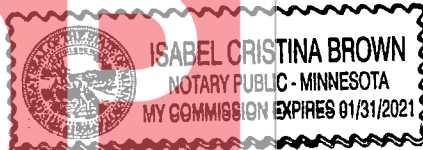
**Document is NOT OFFICIAL!**

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

[Signature]  
Notary Public

Printed Name: Isabel Cristina Brown

My commission expires: 01-31-21



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



**EXHIBIT A**

**BORROWER(S): HARLEY BARANSKI AND JULIA BARANSKI**

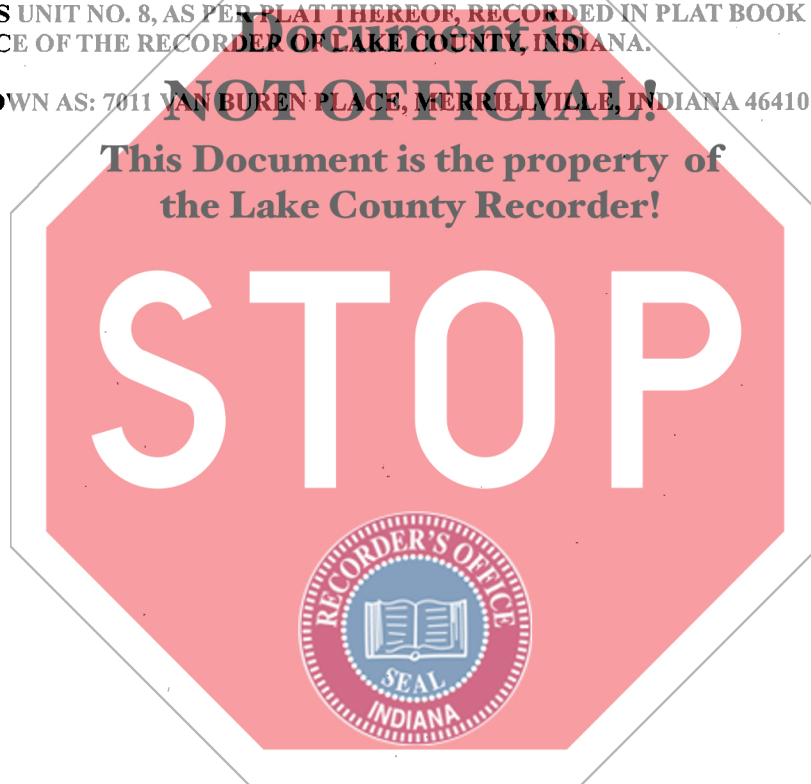
**LOAN NUMBER: (scan barcode)**

**LEGAL DESCRIPTION:**

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

**LOT 560, EXCEPT THE SOUTH 2 FEET THEREOF BY PARALLEL LINES, IN TURKEY CREEK MEADOWS UNIT NO. 8, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 35, PAGE 109, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.**

**ALSO KNOWN AS: 7011 VAN BUREN PLACE, MERRILLVILLE, INDIANA 46410**



Date: MAY 28, 2016  
Loan Number: (scan barcode)  
Lender: WELLS FARGO BANK, N.A.

Borrower: HARLEY BARANSKI, JULIA BARANSKI

Property Address: 7011 VAN BUREN PLACE, 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.**

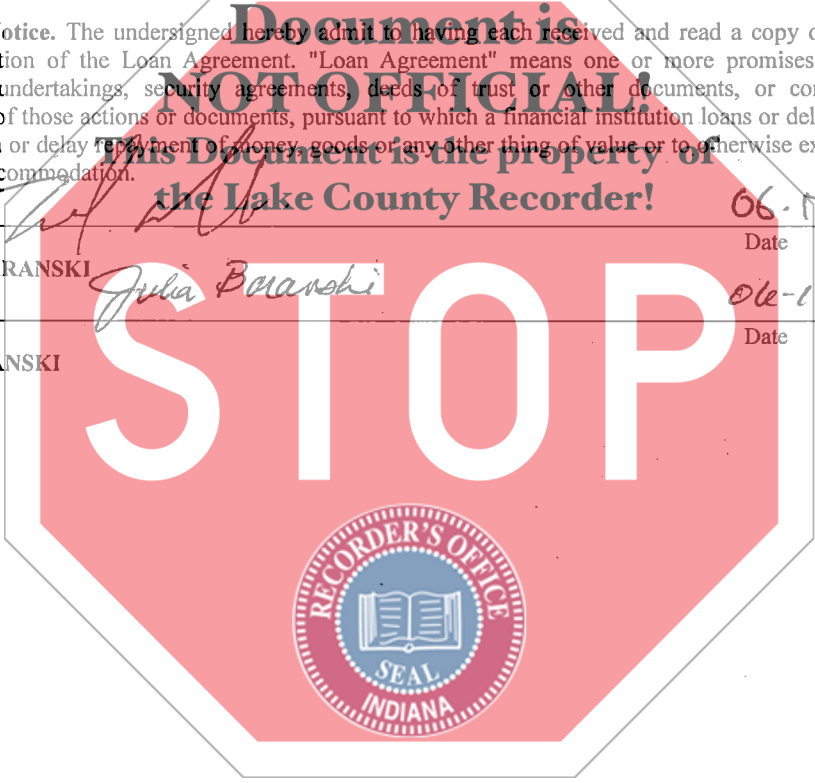
**Receipt of Notice.** The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or 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.

Borrower:  
HARLEY BARANSKI

Date  
06-17-16

Borrower:  
JULIA BARANSKI

Date  
06-17-16



Prepared by and return to:  
Wells Fargo Home Mortgage  
1000 Blue Gentian Road,  
Suite 300 MAC X9999-01N  
Eagan, MN 55121

Name: BARANSKI

Last 4 of Loan #: 2962

**SAME NAME AFFIDAVIT**

Before me, the undersigned authority, this day personally appeared JULIA BARANSKI  
("Affiant") who being by me first duly sworn, affirmed as follows:

1. Affiant is one and the same person as:

JULIE BARANSKI

**Document is  
NOT OFFICIAL!**

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

**STOP**

2. This affidavit is given in reference to the property described as:

7011 VAN BUREN PLACE  
MERRILLVILLE IN 46410

Julia Baranski

(SIGNATURE)

Julia Baranski

(PRINT NAME OF AFFIANT)



STATE OF Indiana  
COUNTY OF Lake

Sworn to and subscribed before me this 17<sup>th</sup> day of June, 2016, by  
Julie Baranski who was personally known to me or who presented  
drivers license as identification.

Commission No. 673567  
Commission Expiration: Sept. 28, 2023

Janice Marie Lee  
(Signature of Notary)

Janice Marie Lee  
(Printed name of Notary)

