STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

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MICHAEL B. BROWN RECORDER

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Prepared By: DeAnn Ortiz

Return To: Branch Banking and Trust Co.

301 College St Greenville SC, 29601 TAX IN# 45-12-07-280-002-600-030

BB&T Mortgage Loan No- 6994196446

MIN NO: 1000858 0491585503 6

LOAN MODIFICATION AGREEMENT Providing for Fixed thiterest Rate)

This Loan Modification Agreement ("Agreement"), is effective September 1, 2016, between Sheila C Hughey (Borrowel) and Ranson Flighey (Borrowel) wife and husband and Mortgage Electronic Registration Systems, June (MERS) as dominee for Branch Banking and Trust Co. ("Lender"), its successors assigns, amends and supplements (1) the Note made by the Borrower, dated September 30, 2010 in the original principal sum of U.S. \$250,645.00 and (2) the Mortgage, Deed of Trust, or Deed to Secure Debt ("the Security Instrument") securing the Note recorded on October 12, 2010 in Book 2010 Page 058748 in the Office of the Registry of Lake County. For the purpose of this Agreement, the term "Property" shall be the real property and personal property, if any, together with any improvements located thereon, as more particularly described in the Security Instrument and having an address of:

> 6431 Waite Street Merrillville IN 46410

The real property described being set forth as follows

See attached exhibit "A"

I affirm, under the penalties for perjury, that I have taken reasonable Care to reduct each social security number in this document unioss required

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):

- Borrower hereby acknowledges that prior to this modification the outstanding unpaid principal balance due under the Note and Security Instrument is \$225,932.00.
- 2. The Borrower acknowledges that interest has accrued but has 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, cost and expenses, in the total amount of \$3,034.16 has been added to the indebtedness under the terms of the Note and Security Instrument resulting in a total indebtedness due of U.S. \$228,966.16 (the new "Unpaid Principal Balance").
- 3. The borrower promises to pay the new Unpaid Principal Balance to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual rate of 3.750%, from August 1, 2016. The borrower promises to make monthly payments of principal and interest of U.S. \$1,060.38, beginning on September 1, 2016 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on August 1, 2046 (the "Maturity Date"), the borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments to and at Branch Banking and Trust Company, Mortgage Payment Center, P.O. Box 580302, Charlotte, NC 28258-0302 or such other place as the Lender may require.

- 1 -

Borrower Initial: 50

- 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, at its option, 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 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 canceled, 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.
- 6. 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 the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.



Borrower Initial:_

Co-Borrower Initial:

(Individual Acknowledgement)

| \f | Witness Signature Witness Printed Name |
|----|--|
| | COUNTY OF COC Document is I, Shouth Month of Coc a Notary Public of said county do hereby certify that Shifla C. Aughty Rawsom Workey Document is the property of acknowledged the execution of the lake County Recorder! |
| | The execution thereof SWORN to before me this day of July 1, 20 6. NOTARY PUBLIC FOR STATE OF Notary Public Notary Public |
| | OFFICIAL SEAL DEBORAH MONROE Notary Public - State of Illinois My Commission Expires Mar 7, 2017 |

Exhibit "A"

successors and assigns to MERS, the following described property located in LAKE County, Indiana

LOT 43 IN INNSBROOK UNIT NO 7 AS PER PLAT THEREOF IN PLAT BOOK 96 PAGE 18 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY INDIANA UTILITIES.

which has the address of 6000 WAITE STREET, ent is the property of the Lake County Recorder!

the Lake County Recorder!

Mers No.: 1000858 0491585503 6 BB&T Loan No.: 6994196446

SHEILA C HUGHEY RANSOM HUGHEY 6431 WAITE ST MERRILLVILLE IN 46410

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of Branch Banking and Trust Co.

Document is

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deened necessary or desirable trothe reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such request made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with alligned requests within such 30 day period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

| S C + tu | DATE: 7/26/2016 |
|-----------------|-----------------|
| SHEILA C HUGHEY | |
| Danson Spile | DATE: 7-26-2016 |
| RANSOM HUGHEY | |
| | DATE: |
| | |
| | DATE: |
| | |

Notary Public of South Carolina

MIN NO: 1000858 0491585503 6 1901 E. Voorhees St Suite C Danville, IL 61834

MERS Phone: 1-888-679-6377

| (Corporate Acknowledgement) | | |
|---|--|--|
| Witness our hands and seals to this Agreement this | | |
| Document is Electronic Registration Systems Inc. WITNESSED BY: | | |
| This Document is the property of the Lake County Recorder. | | |
| Printed Name: Michael Stopen Assistant Secretary | | |
| Printed Name: Momas Duncan | | |
| STATE OF South Carolina | | |
| COUNTY OF Greenville) I, Notary Public of said County, do hereby certify that, | | |
| Lender/Note Holder, personally appeared before me this day and acknowledged that he/she is Assistant Secretary of Mortgage Electronic Registration Systems Inc. On behalf of the corporation I acknowledge the due execution of the foregoing instrument. | | |
| SWORN TO BEFORE ME THIS day of | | |
| My Commission Expires: My Commission Expires October 29, 2017 Notary Public Notary Public | | |

MODIFICATION BANKRUPTCY DISCLOSURE RIDER

THIS MODIFICATION BANKRUPTCY DISCLOSURE RIDER, effective the 1st Day of September, 2016, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Sheila C Hughey (the "Borrower") and Ransom Hughey (the 'Borrower') and Branch Banking and Trust Co. (the "Lender") covering the Property described in the Loan Modification Agreement located at 6431 Waite Street Merrillville, IN 46410.

| | Document is | | |
|---|---|--|--|
| In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows: | | | |
| | Borrower represents that Borrower was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Note and Security Instrument. Borrower and Lender acknowledge and agree that the Loan Modification Agreement does not affect the discharge of the Borrower's personal liability on the debt. | | |
| Date | Sheila C Hughey | | |
| 7 – Date | 26-2016 Ransom Hughey Molank | | |
| | Branch Banking and Trust Co. (Seal) | | |
| Date | By: Jim Adam Its: Asst. Secretary | | |

