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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 AUG 19 AM 8:46

MICHAEL B. BROWN
RECORDER

This Document Prepared By:

TYRONE BALLARD

WELLS FARGO BANK, N.A.

3476 STATEVIEW BLVD, MAC# X7801-03K

FORT MILL, SC 29715

(800) 416-1472

When recorded mail to: #: 10120056

First American Title

Loss Mitigation Title Services 1079.12

P.O. Box 27670

Santa Ana, CA 92799

RE: POPOVICH - PR DOCS

Tax/Parcel #: 45-07-34-403-017-000-006

[Space Above This Line for Recording Data]

Original Principal Amount: \$211,105.00

Unpaid Principal Amount: \$207,092.62

New Principal Amount \$155,297.45

Total Cap Amount: \$0.00

FHA/VA Loan No.:

FHA Case No.: 703 156-2278422

Loan No: (scan barcode)

LOAN MODIFICATION AGREEMENT (MORTGAGE)

(Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this 29TH day of JUNE, 2016, between **RICHARD W POPOVICH** ("Borrower") whose address is **454 N WRIGHT ST, GRIFFITH, INDIANA 46319** 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 10, 2014** and recorded on **DECEMBER 12, 2014** in **INSTRUMENT NO. 2014 079237, LAKE COUNTY, INDIANA**, and (2) the Note, in the original principal

Wells Fargo Custom FHA HAMP Loan Modification Agreement 05202016_312

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amount of U.S. **\$211,105.00**, 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
454 N WRIGHT ST, GRIFFITH, INDIANA 46319

the real property described is located in **LAKE COUNTY, INDIANA** and being set forth as follows:

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

LOT 55 IN SOUTHWOOD ESTATES, 1ST ADDITION TO THE TOWN OF GRIFFITH, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 52, PAGE 26, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

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.

A. As of, **AUGUST 1, 2016** the modified principal balance of my Note will include amounts and arrearages that will be past due as of the Modification Effective Date (including 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 the HAMP modification, collectively, "Unpaid Amounts") in the amount of **\$0.00**, less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be **\$155,297.45** (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand 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. With the Modification you will have a total partial claim due of **\$62,321.22**, which includes **\$50,815.81** that has been reduced from the Unpaid Principal Balance to reach the New Principal Balance above. This agreement is conditional on the proper execution and recording of this HUD Partial Claim.

2. Borrower promises to pay the New Principal Balance, plus interest, to the order of Lender Interest will be charged on the New Principal Balance at the yearly rate of **3.7500%**, from **AUGUST 1, 2016**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$719.21**, beginning on the **1ST** day of **SEPTEMBER, 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, Borrower will pay these amounts in full on the Maturity Date.

3. 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.

4. 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.
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 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.
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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. 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.
8. If included, the undersigned Borrower(s) acknowledges receipt and acceptance of the Notice of Special Flood Hazard disclosure
9. Borrower must deliver to Wells Fargo Home Mortgage a properly signed modification Agreement by **JULY 14, 2016**. If Borrower does not return a properly signed modification Agreement by this date and make all payments pursuant to the trial plan Agreement or any other required pre-modification payments, Wells Fargo Home Mortgage may deny or cancel the modification. If the Borrower returns properly signed modification Agreement by said date, payments pursuant to the loan modification Agreement are due as outlined in this modification Agreement. Wells Fargo Home Mortgage may deny or cancel this loan modification Agreement if Borrower fails to make the first payment due pursuant to this loan modification Agreement.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law Tyrone Ballard

[Printed Name]



In Witness Whereof, I have executed this Agreement.

Richard W Popovich
RICHARD W POPOVICH

07-11-16
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 11th day of July, 2016, personally appeared **RICHARD
W POPOVICH**, 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

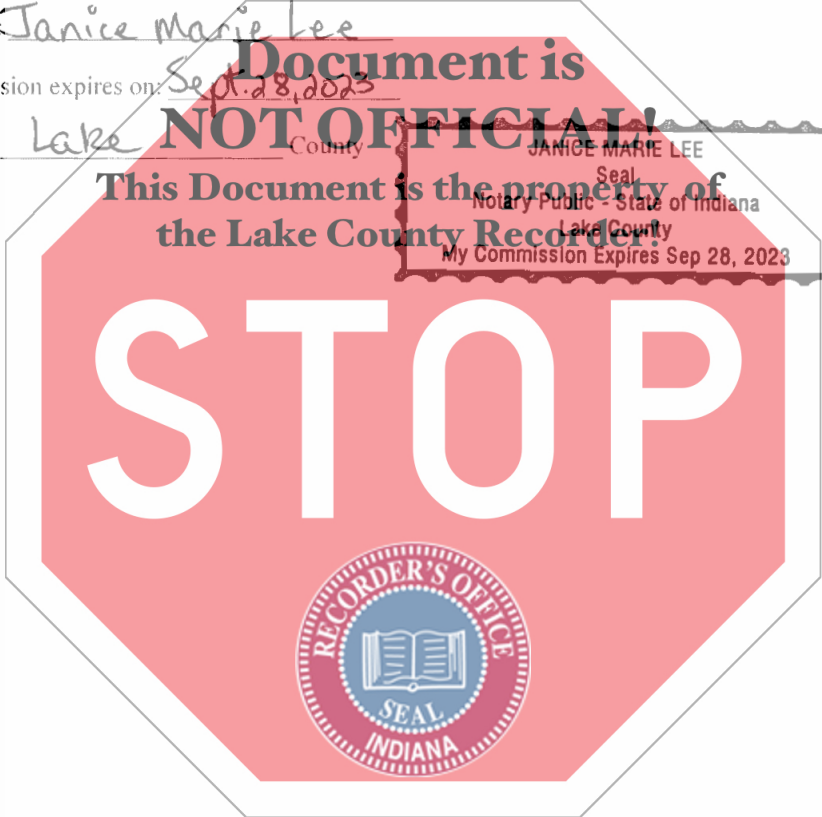
My commission expires on: Sept. 28, 2023

Residing in Lake County

Document is NOT OFFICIAL!

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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.

Koamivi Agbewoanou Attisso
Vice President Loan Documentation

08/09/16

By

(print name)

Date

(title)

[Space Below This Line for Acknowledgments]

STATE OF Minnesota

COUNTY OF Dakota

The instrument was acknowledged before me this 08-09-16 by

Koamivi Agbewoanou Attisso

the

Vice President Loan Documentation

of **WELLS FARGO BANK, N.A.**,

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

Tyrone Ballard
Notary Public

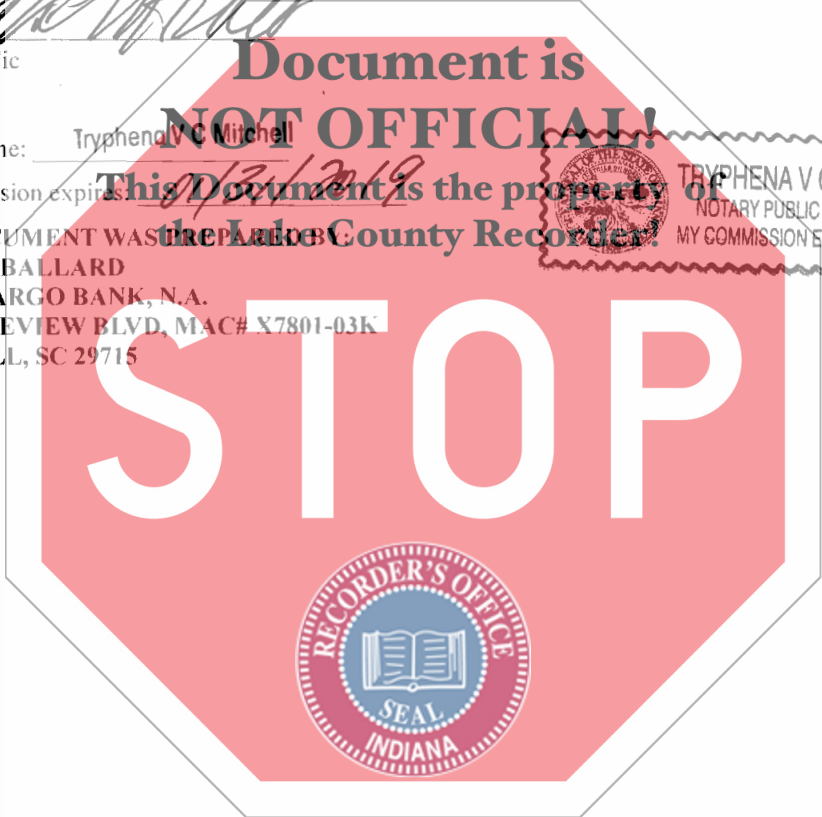
Printed Name: Tyrone Ballard

My commission expires 01/31/19

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

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Date: JUNE 29, 2016
Loan Number: (scan barcode)
Lender: WELLS FARGO BANK, N.A.
Borrower: RICHARD W POPOVICH
Property Address: 454 N WRIGHT ST, GRIFFITH, INDIANA 46319

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.


RICHARD W POPOVICH

07-11-16
Date

