

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2016 056614

2016 AUG 22 AM 8:49

MICHAEL B. BROWN  
RECORDER

This Document Prepared By:  
**DARLENE FRICKE**  
**WELLS FARGO BANK, N.A.**  
3476 STATEVIEW BLVD  
FORT MILL, SC 29715

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When recorded mail to: #:10026440  
First American Title  
Loss Mitigation Title Services 1079.12  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: MORANA - PR DOCS

Tax/Parcel #: 45-12-26-101-026.000-030

[Space Above This Line for Recording Data]

Original Principal Amount: \$171,830.00  
Unpaid Principal Amount: \$150,937.61  
New Principal Amount \$173,340.70  
New Money (Cap): \$22,403.09

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



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

This Loan Modification Agreement ("Agreement"), made this 25TH day of APRIL, 2016, between MARILYN V. MORANA ("Borrower"), whose address is 1848 E 87TH AVE, MERRILLVILLE, INDIANA 46410 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 JUNE 12, 2009 and recorded on JUNE 19, 2009 in INSTRUMENT NO. 2009-041124, LAKE COUNTY, INDIANA, and (2) the Note, in the original principal amount of U.S. \$171,830.00, 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  
1848 E 87TH AVE, MERRILLVILLE, INDIANA 46410



*1 Recd*  
*\$24.00*  
*M-r*  
*#1592921*

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. \$173,340.70, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$22,403.09 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. \$802.77, 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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**STOP**



In Witness Whereof, I have executed this Agreement.

Marilyn V. Morana  
Borrower: **MARILYN V. MORANA**

7/15/14  
Date

Borrower: \_\_\_\_\_ Date

Borrower: \_\_\_\_\_ Date

Borrower: \_\_\_\_\_ Date

[Space Below This Line for Acknowledgments]

**Document is NOT OFFICIAL!**  
Borrower Acknowledgment  
STATE OF Indiana  
COUNTY OF Lake

Before me, the undersigned, a Notary Public for and in said County and State, this 15th day of July, 2014, personally appeared MARILYN V. MORANA, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument

WITNESS my hand and official seal.

[Signature]  
Notary Public

**KATIE BANSKE**  
Notary Public, State of Indiana  
Lake County  
Commission # 600702  
My Commission Expires  
February 01, 2017

Print Name: Katie Banske

My commission expires on: 1 Feb 2017

Residing in Lake County



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

**Dhara P. Parekh**

Vice President Loan Documentation

*D.P. Parekh*

8/9/16

By

(print name)

Date

(title)

[Space Below This Line for Acknowledgments]

**LENDER ACKNOWLEDGMENT**

STATE OF

Minnesota

COUNTY OF

Dakota

The instrument was acknowledged before me this

08-09-16

by

Dhara P. Parekh

**Document is**

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!**

Notary Public

Printed Name: Tryphena V C Mitchell

My commission expires:

01/31/2019

**THIS DOCUMENT WAS PREPARED BY:**

**DARLENE FRICKE**

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

**3476 STATEVIEW BLVD, MAC# X7801-03K**

**FORT MILL, SC 29715**





**EXHIBIT A**

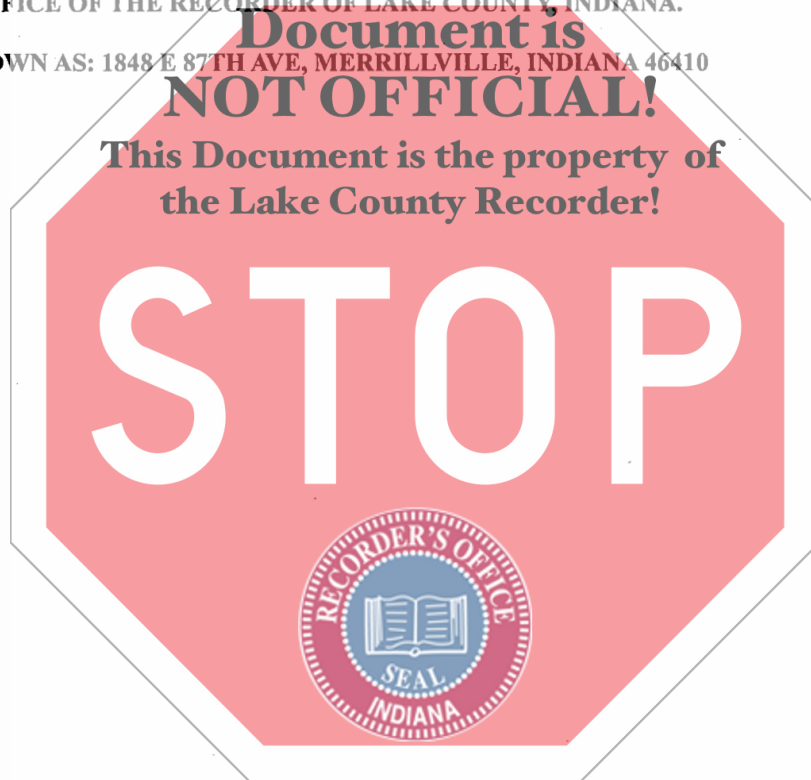
**BORROWER(S): MARILYN V. MORANA**

**LOAN NUMBER: (scan barcode)**

**LEGAL DESCRIPTION:**

**THE FOLLOWING DESCRIBED REAL ESTATE IN LAKE COUNTY, STATE OF INDIANA:  
LOT 23, IN CUMBERLAND RIDGE PHASE TWO, A PLANNED UNIT DEVELOPMENT, IN THE  
TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 77 PAGE 25,  
IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.**

**ALSO KNOWN AS: 1848 E 87TH AVE, MERRILLVILLE, INDIANA 46410**



Date: **APRIL 25, 2016**  
Loan Number: (scan barcode)  
Lender: **WELLS FARGO BANK, N.A.**  
Borrower: **MARILYN V. MORANA**  
Property Address: **1848 E 87TH AVE, 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.

<i>Marilyn V. Morana</i>	<i>7/15/16</i>
Borrower: <b>MARILYN V. MORANA</b>	Date
Borrower:	Date
Borrower:	Date
Borrower:	Date
Borrower:	Date
Borrower:	Date
Borrower:	Date

