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2016 057291

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 AUG 24 AM 8:39

MICHAEL B. BROWN
RECORDER

This Document Prepared By:
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ANAHEIM, CA 92806
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When Recorded Mail To:
CARRINGTON MORTGAGE SERVICES, LLC
CARRINGTON DOCUMENT SERVICES
1600 SOUTH DOUGLASS ROAD, SUITE 200A
ANAHEIM, CA 92806

Tax/Parcel #: 45-19-11-205-002-000-007

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Original Principal Amount: \$91,350.00
Unpaid Principal Amount: \$68,492.56
New Principal Amount: \$78,616.66
Capitalization Amount: \$10,124.10

Case No. FR1517045761703
Loan No: 4000300190



LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 25TH day of JULY, 2016, between **JOSEPH L BRAUN AND, LISA M BRAUN HUSBAND AND WIFE** ("Borrower"), whose address is 15849 SHERMAN STREET, LOWELL, INDIANA 46356 and **CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT OF BANK OF AMERICA, N.A.** ("Lender"), whose address is 1600 SOUTH DOUGLASS ROAD, SUITE 200A, ANAHEIM, CA 92806 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated FEBRUARY 14, 2003 and recorded on FEBRUARY 21, 2003 in INSTRUMENT NO. 2003 018541, LAKE COUNTY, INDIANA, and (2) the Note in the original principal amount of U.S. \$91,350.00, bearing the

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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 **15849 SHERMAN STREET, LOWELL, INDIANA 46356**

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. As of, **AUGUST 1, 2016** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$78,616.66**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$10,124.10** 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.
2. 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 **4.0000%**, from **AUGUST 1, 2016**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$375.33**, plus property taxes, hazard insurance, and any other permissible escrow items of U.S. **\$ 248.12**, 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.
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the Lake County Recorder!
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 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.
5. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for**

the underlying debt.

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.

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 Hasheem Hicks.
[Printed Name]



In Witness Whereof, I have executed this Agreement.

Borrower: JOSEPH L BRAUN

Borrower: LISA M BRAUN

Borrower: _____

Borrower: _____

[Space Below This Line for Acknowledgments]

8/4/16
Date

8-4-16
Date

Date

Date

BORROWER ACKNOWLEDGMENT

STATE OF INDIANA,
COUNTY OF Lake

Before me, the undersigned, a Notary Public, in and for said County and State, this 4th day of August, 2016, personally appeared **JOSEPH L BRAUN, LISA M BRAUN**, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument

WITNESS my hand and official seal.

Gina Muscari
Notary Public

Print Name: Gina Muscari

My commission expires on: 12/17/2020

Residing in Lake County

GINA MUSCARI
Notary Public - Seal
State of Indiana
My Commission Expires Dec 17, 2020



In Witness Whereof, the Lender have executed this Agreement.

CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT OF BANK OF AMERICA, N.A.

By Jill A. Fuller (print name)
Director Home Retention CMS (title)

8-9-16
Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CA
County of Orange

On 8-9-16 before me, LUZ E HUERTA Notary Public,
(Date) (here insert name and title of officer)

appeared Jill A. Fuller, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the company upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

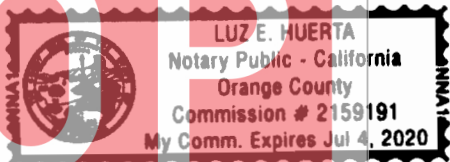


EXHIBIT A

BORROWER(S): JOSEPH L BRAUN AND, LISA M BRAUN HUSBAND AND WIFE

LOAN NUMBER: 4000300190

LEGAL DESCRIPTION:

THE LAND REFERRED TO IS SITUATED IN THE STATE OF INDIANA, COUNTY OF LAKE, CITY OF LOWELL, AND DESCRIBED AS FOLLOWS:

PART OF LOT 35, IN WESTDALE ESTATE, UNIT 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 81 PAGE 52, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 35, THENCE SOUTH 86 DEGREES 35 MINUTES 56 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 35, 179.13 FEET, TO THE NORTHEAST CORNER THEREOF, THENCE SOUTH 00 DEGREES 00 MINUTES 24 SECONDS WEST, ALONG THE EAST LINE OF LOT 35, 38.38 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 01 SECONDS WEST, 179.08 FEET, TO THE WEST LINE OF SAID LOT 35; THENCE NORTH 00 DEGREES 00 MINUTES 49 SECONDS EAST, ALONG SAID WEST LINE, 42.31 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS: 15849 SHERMAN STREET, LOWELL, INDIANA 46356

