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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 058359

2016 AUG 26 AM 10: 01

MICHAEL B. BROWN
RECORDER

This Document Prepared By:
BRANDY MANGALINDAN
CARRINGTON MORTGAGE SERVICES, LLC
CARRINGTON DOCUMENT SERVICES
1600 SOUTH DOUGLASS ROAD, SUITE 200A
ANAHEIM, CA 92806
1-866-874-5860

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

Tax/Parcel #: 45-19-25-176-602.000-008

Original Principal Amount: \$120,189.00
Unpaid Principal Amount: \$112,632.26
New Principal Amount: \$131,638.53
Capitalization Amount: \$18,965.26

Space Above This Line for Recording Data
PHA/VA/RHS Case No: 1560059035703
Loan No: 4000305344



LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 21ST day of JULY, 2016, between JAN L DUNHAM ("Borrower"), whose address is 417 JOE MARTIN ROAD , 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 APRIL 7, 2010 and recorded on APRIL 19, 2010 in INSTRUMENT NO. 2010-022311, LAKE COUNTY, INDIANA, and (2) the Note, in the original principal amount of U.S. \$120,189.00, 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

2 copies

\$1,000 over

1 ref

\$26,000

JAS

VA 400029233

E

417 JOE MARTIN ROAD , 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. **\$131,638.53**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$18,965.26** 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 **4.1250%**, from **AUGUST 1, 2016**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$637.99**, plus property taxes, hazard insurance, and any other permissible escrow items of U.S. **\$ 228.49**, 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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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 JAN C. Dunham
[Printed Name]



In Witness Whereof, I have executed this Agreement.

Jani L. Dunham
Borrower: JAN L DUNHAM

8-5-16
Date

Borrower: _____

Date

Borrower: _____

Date

Borrower: _____

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,
this 5th day of August, 2016, personally appeared JAN L DUNHAM, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument

WITNESS my hand and official seal.

Gina Marie Sears
Notary Public

Notary Public

Print Name: Gina Marie Sears

My commission expires on: 8/25/2018

Residing in Jasper County

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STOP



GINA MARIE SEARS
Notary Public - Seal
State of Indiana
Jasper County
My Commission Expires Aug 25, 2018

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 (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

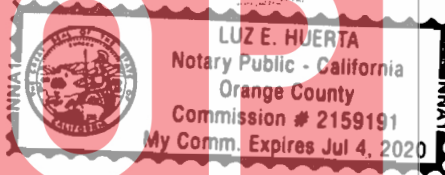


EXHIBIT A

BORROWER(S): JAN L DUNHAM

LOAN NUMBER: 4000305344

LEGAL DESCRIPTION:

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

LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS ALL THAT CERTAIN PROPERTY SITUATED IN THE COUNTY OF LAKE, AND STATE OF IN AND BEING DESCRIBED IN A DEED DATED 06/10/1991 AND RECORDED 09/24/1991 IN INSTRUMENT NUMBER:91048218 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS:

THE FOLLOWING REAL ESTATE IN LAKE COUNTY, IN THE STATE OF INDIANA, TO WIT: A PART OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE TOWN OF LOWELL, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 25, THENCE WEST ON THE SOUTH LINE OF SAID SECTION 25, 1546.50 FEET TO A POINT IN THE CENTER OF THE NORTH AND SOUTH COUNTY ROAD, NOW KNOWN AS COUNTY ROAD "J"; THENCE NORTH 11 DEGREES 45' EAST ALONG THE CENTERLINE OF THE NORTH AND SOUTH COUNTY ROAD 1166.90 FEET TO A POINT IN THE CENTER OF THE NORTH AND SOUTH COUNTY ROAD, WHICH POINT MARKS THE POINT OF COMMENCEMENT OF THIS DESCRIPTION; THENCE NORTH 21 DEGREES 88' EAST ALONG THE CENTERLINE OF THE NORTH AND SOUTH COUNTY ROAD, 700 FEET; THENCE SOUTH 67 DEGREES 32' EAST, 230 FEET; THENCE SOUTH 21 DEGREES 88' WEST, 678.43 FEET; THENCE NORTH 72 DEGREES 55' 30" WEST, 231 FEET TO THE PLACE OF BEGINNING, EXCEPT THE NORTH 600 FEET BY PARALLEL LINES THEREOF. RECORDED SIMULTANEOUSLY HEREWITH, THE SAME PREMISES CONVEYED TO JAN L. DUNHAM BY ANNETTE SHARKEY AND SHARON L. MILLER AND RECORDED IN THE RECORDER FOR LAKE, IN ON 06/10/1991 IN BOOK , PAGE .

ALSO KNOWN AS: 417 JOE MARTIN ROAD , LOWELL, INDIANA 46356



Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between **CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND AUTHORIZED AGENT OF BANK OF AMERICA, N.A.** (the "Lender") and **JAN L DUNHAM** (the "Borrower") dated **JULY 21, 2016** (the "Loan Modification Agreement").

Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. If the Borrower was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the loan documents, based on this representation, Lender agrees that Borrower will not have personal liability on the debt pursuant to this Agreement. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Notwithstanding any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt, that was discharged in bankruptcy.

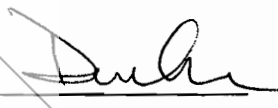
Signed this

5th day of *August*, 20*16*

Lender



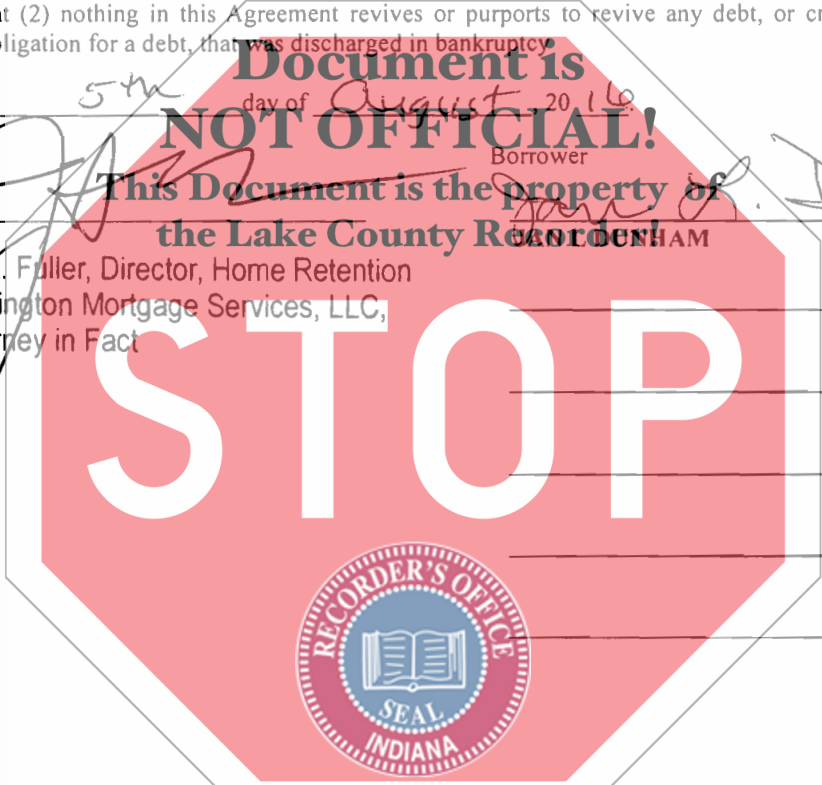
Borrower



By:

Name: **Jill A. Fuller**, Director, Home Retention
Carrington Mortgage Services, LLC,
Attorney in Fact

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JAN L DUNHAM
417 JOE MARTIN RD
LOWELL IN 46356

THIS IS TO CERTIFY THAT MY/OUR LEGAL SIGNATURE(S) IS/ARE AS WRITTEN AND TYPED BELOW.
(This signature must exactly match signatures on all Documents)

IAN L DUNHAM

Jan L Dunham
Signature

ALSO KNOWN AS ("AKA") STATEMENT

I, **IAN L DUNHAM**, certify that I am also known as:

Janice L. Dunham
Print Name (Variation)

Janice L. Dunham
Sample Signature (Variation)

Print Name (Variation)

Sample Signature (Variation)

STATE OF IN
COUNTY Lake

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Subscribed and sworn to before me on 8/5/2016, by Jan L. Dunham

personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Gina Marie Sears
Notary Public

GINA MARIE SEARS
Notary Public - Seal
State of Indiana
Jasper County
My Commission Expires Aug 25, 2018

