

2017 002795

2017 JAN 17 AM 9:30

MICHAEL B. BROWN
RECORDER

This Document Prepared By:
MONICA VELA
CARRINGTON MORTGAGE SERVICES, LLC
CARRINGTON DOCUMENT SERVICES
ANAHEIM, CA 92806

When recorded mail to: #:10278892
First American Title
Loss Mitigation Title Services 31982.1, LLC
P.O. Box 27670
Santa Ana, CA 92799
RE: SANDILLA - PROPERTY REPORT

Tax/Parcel #: 45-09-31-405-007.000-018

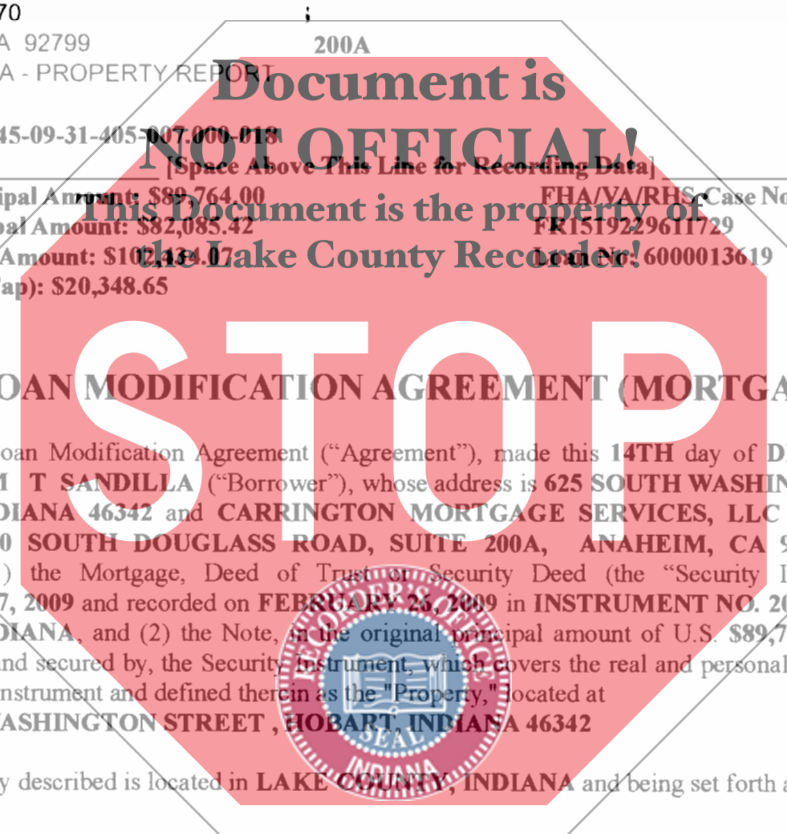
Original Principal Amount: \$89,764.00
Unpaid Principal Amount: \$82,085.42
New Principal Amount: \$102,434.07
New Money (Cap): \$20,348.65

FHA/VA/RHS Case No:
FR1519229611729
Loan No: 6000013619

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **14TH** day of **DECEMBER, 2016**, between **ADAM T SANDILLA** ("Borrower"), whose address is **625 SOUTH WASHINGTON STREET, HOBART, INDIANA 46342** and **CARRINGTON MORTGAGE SERVICES, LLC** ("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 17, 2009** and recorded on **FEBRUARY 23, 2009** in **INSTRUMENT NO. 2009 012010 LAKE COUNTY, INDIANA**, and (2) the Note, in the original principal amount of U.S. **\$89,764.00**, 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 **625 SOUTH WASHINGTON STREET, HOBART, INDIANA 46342**

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



Handwritten notes: 24, 164, 516, 10

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, **JANUARY 1, 2017** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$102,434.07**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$20,348.65** 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 **3.6250%**, from **JANUARY 1, 2017**. The yearly rate of **3.6250%** will remain in effect until principal and interest are paid in full.

Borrower promises to make the total modified monthly mortgage payment of U.S. **\$676.67**, beginning on the **1ST** day of **FEBRUARY, 2017**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. Borrower's payment consists of payments for principal and interest of U.S. **\$467.16**, plus payments for property taxes, hazard insurance, and any other permissible escrow items of US **\$209.51**. Borrower understands that the modified monthly mortgage payment is subject to change if there is an increase or decrease in property taxes, insurance, or any other permissible escrow items. If on **JANUARY 1, 2047** (the "Maturity Date"), 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.

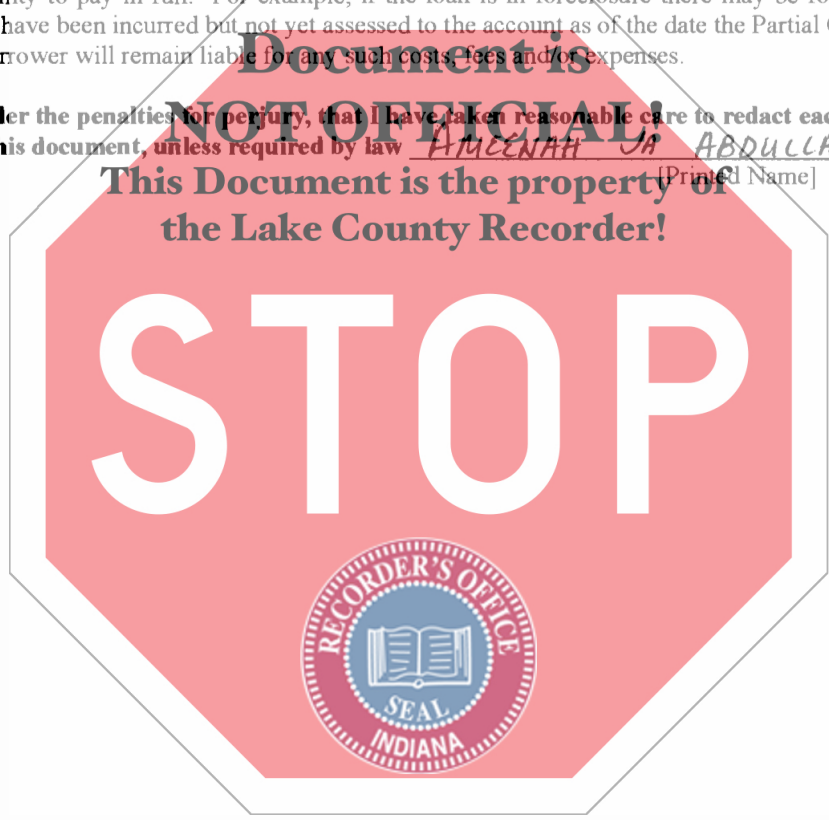
4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that 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 is currently subject to the protections of any automatic stay in bankruptcy, or have obtained a discharge in bankruptcy proceeding without reaffirming the mortgage loan debt, nothing in this Agreement or any other document executed in connection with this Agreement shall be**

construed as an attempt by Lender to impose personal liability under the Note and Deed of Trust/Mortgage and Subordinate Note/Mortgage. In such case, this Agreement is entered into in the ordinary course of business between the Lender and the Borrower in lieu of pursuit of in rem relief to enforce the lien. This Agreement does not revive the Borrower's personal liability under the Note and Deed of Trust/Mortgage and Subordinate Note/Mortgage, nor is it an attempt to collect, recover or offset any such debt as a personal liability of Borrower under the Note and Deed of Trust/Mortgage and Subordinate Note/Mortgage.

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. Borrower agrees that any costs, fees and/or expenses incurred in connection with servicing the loan that may be legally charged to the account, but have not been charged to the account as of the date the Partial Claim Mortgage is given, may be charged to the account at a later date and shall be the Borrower's responsibility to pay in full. For example, if the loan is in foreclosure there may be foreclosure fees and costs that have been incurred but not yet assessed to the account as of the date the Partial Claim Mortgage is given; Borrower will remain liable for any such costs, fees and/or expenses.

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. AMCENATH JA ABDULLA

[Printed Name]



In Witness Whereof, I have executed this Agreement.

Adam T Sandilla
Borrower: ADAM T SANDILLA

12-30-16
Date

Borrower: _____

Date

Borrower: _____

Date

Borrower: _____

Date

Borrower: _____

Date

Borrower: _____

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF INDIANA,
COUNTY OF LAKE

Document is

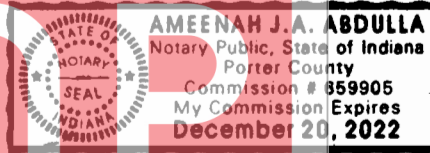
NOT OFFICIAL!

Before me, the undersigned, a Notary Public, in and for said County and State, this 30th day of DECEMBER, 2016, personally appeared ADAM T SANDILLA, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument

This Document is the property of the Lake County Recorder!

WITNESS my hand and official seal.

Ameenah J.A. Abdulla
Notary Public



Print Name: AMEENAH JA ABDULLA

My commission expires on: 12-20-2022

Residing in PORTER County



In Witness Whereof, the Lender have executed this Agreement.

CARRINGTON MORTGAGE SERVICES, LLC

By ADEL ISSA  (print name)
Vice President (title)

1/4/17 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 1/4/17 before me, A. Ambriz Notary Public,
(Date) (here insert name and title of officer)

appeared **ADEL ISSA**, the **VICE PRESIDENT**, 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 A. Ambriz
Signature of Notary Public

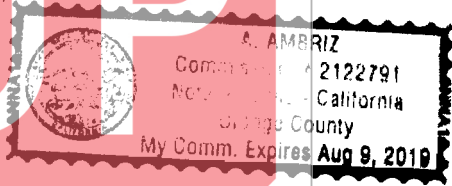


EXHIBIT A

BORROWER(S): ADAM T SANDILLA

LOAN NUMBER: 6000013619

LEGAL DESCRIPTION:

THE PROPERTY IS SITUATED IN THE STATE OF INDIANA, COUNTY OF LAKE , CITY OF HOBART

LOTS 10 AND 11 IN BLOCK 5 IN PATZEL LAKEVIEW SUMMER RESORT, IN THE CITY OF HOBART, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 16 PAGE 30, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

ALSO KNOWN AS: 625 SOUTH WASHINGTON STREET , HOBART, INDIANA 46342



Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between **CARRINGTON MORTGAGE SERVICES, LLC** (the "Lender") and **ADAM T SANDILLA** (the "Borrower") dated **DECEMBER 14, 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 30th day of December, 2016.

Lender

Borrower

By:
Name:

Adel Issa, Vice President of Special Servicing
Carrington Mortgage Services, LLC, Attorney in Fact

ADAM T SANDILLA

