

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2017 004293

2017 JAN 19 AM 9:34

MICHAEL B. BROWN  
RECORDER

When recorded mail to: #10518025  
First American Title  
Loss Mitigation Title Services 35992.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: ENGLE - PR DOCS

This Document Prepared By:  
**MATT DOUTY**  
PLANET HOME LENDING, LLC  
321 RESEARCH PARKWAY, SUITE 303  
MERIDEN, CT 06450  
(885) 884-2250

When Recorded Mail To:  
PLANET HOME LENDING, LLC  
321 RESEARCH PARKWAY, SUITE 303  
MERIDEN, CT 06450

Tax/Parcel #: 45-07-35-428-020.000-006

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Original Principal Amount: \$120,772.00  
Unpaid Principal Amount: \$104,703.96  
New Principal Amount: \$111,154.86  
Capitalization Amount: \$6,450.90

FHA/VA/RHS Case No.:151-9398146 703  
MERS Min: 1000525 5025118752 1  
MERS Phone #: (888) 679-6377

### LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 7TH day of DECEMBER, 2016, between CHERYL ENGLE AN UNMARRIED PERSON ("Borrower"), whose address is 334 N OAKWOOD DRIVE, GRIFFITH, INDIANA 46319 and PLANET HOME LENDING, LLC ("Lender"), whose address is 321 RESEARCH PARKWAY, SUITE 303, MERIDEN, CT 06450 and given to Mortgage Electronic Registrations Systems, Inc. ("MERS") (solely as nominee for Lender, and Lender's successors and assigns), as beneficiary, MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026 and a street address of 1901 E Voorhees Street, Suite C, Danville, IL 61834, tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated MAY 18, 2009 and recorded on MAY 28, 2009 in INSTRUMENT NO. 2009 035506, LAKE COUNTY, INDIANA, and (2) the Note, in the original principal amount of U.S. \$120,772.00, bearing the same date as, and secured by, the Security Instrument, which has

*1-ret*  
*22.*  
*Alc 1648814*  
*D*

been assigned MERS Registration No. 1000525 5025118752 1 and MERS Registration Date , and which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

334 N OAKWOOD DRIVE, GRIFFITH, INDIANA 46319 the real property described is located in LAKE COUNTY, INDIANA and being set forth as follows:

**LOT 3 IN GLENWOOD ADDITION TO GRIFFITH, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 30, PAGE 11, 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. As of, **JANUARY 1, 2017** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$111,154.86, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$6,450.90 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, by the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.7500%, from **JANUARY 1, 2017**. The Borrower promises to make monthly payments of principal and interest of U.S. \$514.78, 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. If on **JANUARY 1, 2047** (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.

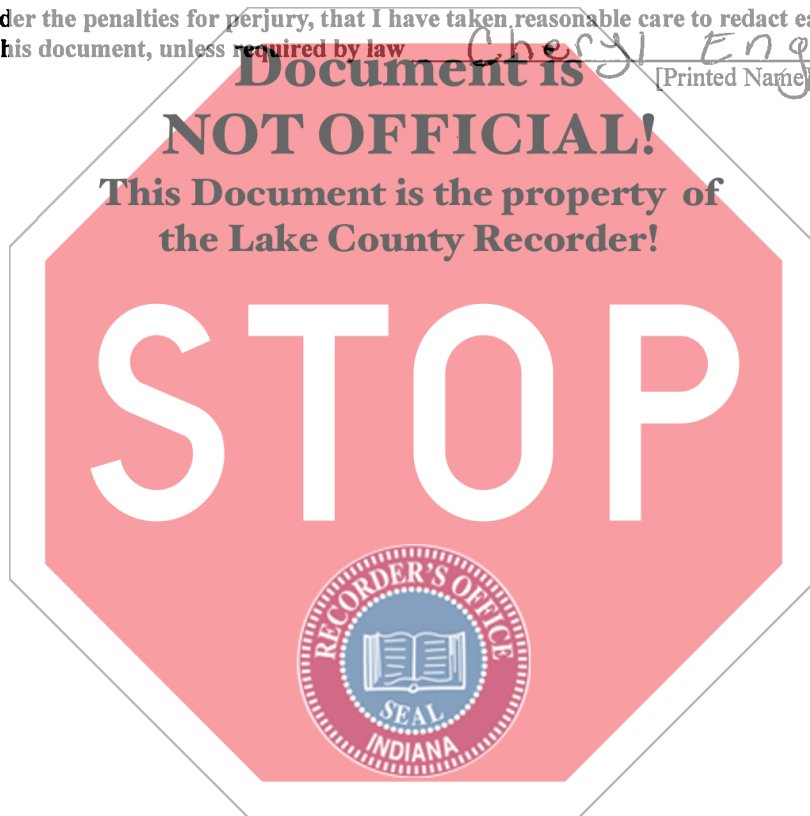
4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that 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

Cheryl Engle  
[Printed Name]



In Witness Whereof, I have executed this Agreement.

*Cheryl Engle*  
Borrower: CHERYL ENGLE

12/16/16  
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!**

**This Document is the property of the Lake County Recorder!**

Before me, the undersigned, a Notary Public, in and for said County and State, this 16th day of DECEMBER, 2016, personally appeared CHERYL ENGLE, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument

WITNESS my hand and official seal.

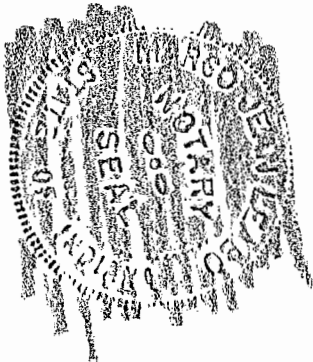
*Margo Jean Leabo*  
Notary Public

Print Name: Margo Jean Leabo

My commission expires on: 3/3/23

Residing in Lake County

Margo Jean Leabo  
Notary Public Seal State of Indiana  
Lake County  
My Commission Expires 03/03/2023



By *Thomas M. O'Connell*  
Thomas M. O'Connell  
Assistant Secretary

12/27/16  
Date

[Space Below This Line for Acknowledgments]

STATE OF CT

COUNTY OF New Haven

**Document is NOT OFFICIAL!**

**This Document is the property of**

Before me, the undersigned, a Notary Public, in and for said County and State, this 27 day of December, 2016, personally appeared Thomas M. O'Connell, the Assistant Secretary of Mortgage Electronics Registrations Systems, Inc., and acknowledged the execution of the foregoing instrument.

**STOP**

*[Signature]*

Notary Public

Printed Name:

My commission expires:



**THIS DOCUMENT WAS PREPARED BY: MATT DOUTY  
PLANET HOME LENDING, LLC  
321 RESEARCH PARKWAY, SUITE 303  
MERIDEN, CT 06450**

In Witness Whereof, the Lender have executed this Agreement.

PLANET HOME LENDING, LLC

Thomas M. O'Connell  
By Thomas M. O'Connell (print name)  
Vice President (title)

12/27/16  
Date

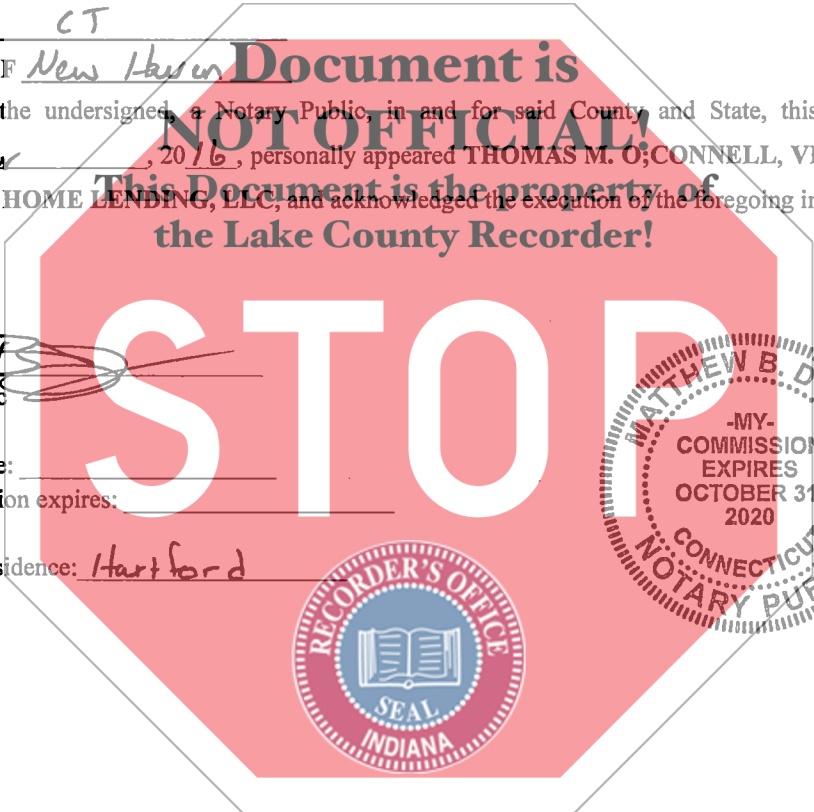
\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

STATE OF CT

COUNTY OF New Haven Document is

Before me, the undersigned, a Notary Public, in and for said County and State, this 27<sup>th</sup> day of December, 2016, personally appeared THOMAS M. O'CONNELL, VICE PRESIDENT of PLANET HOME LENDING, LLC, and acknowledged the execution of the foregoing instrument.



Matthew B. Douty  
Notary Public

Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

County of residence: Hartford