

FILED FOR RECORD

2017 004599

2017 JAN 20 AM 8:47

MICHAEL B. BROWN  
RECORDER

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This Document Prepared By:  
**JAMES POWELL**  
U.S. BANK N.A.  
4801 FREDERICA ST  
OWENSBORO, KY 42301  
(800) 365-7772



Requested By and  
When Recorded Return To:  
Loan Modification Solutions  
3220 El Camino Real  
Irvine, CA 92602  
(800) 323-0165

Tax/Parcel #: 451608428025000042

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[Space Above This Line for Recording Data]

Original Principal Amount: \$75,466.00

FHA/VA/RHS Case No.: 703 151-7572834

Unpaid Principal Amount: \$61,989.85

Loan No: 4800164187

New Principal Amount: \$61,774.02

Capitalization Amount: \$4,784.17

This Document is the property of  
the Lake County Recorder!

160314903

### LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 19TH day of **DECEMBER, 2016**, between **CHARLES W STRUVE, MARIA ANGELICA STRUVE HUSBAND AND WIFE** ("Borrower"), whose address is **552 RIDGELAWN STREET, CROWN POINT, INDIANA 46307** and **U.S. BANK N.A.** ("Lender"), whose address is **4801 FREDERICA ST, OWENSBORO, KY 42301** amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **APRIL 24, 2004** and recorded on **MAY 3, 2004** in **INSTRUMENT NO. 200435672, LAKE COUNTY, INDIANA**, and (2) the Note, in the original principal amount of **U.S. \$75,466.00**, 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 **552 RIDGELAWN STREET, CROWN POINT, INDIANA 46307**



HUD Modification Agreement 12152016\_45

Page 1

4800164187

1 ref

AMOUNT \$ 22-  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # 1071030470  
OVERAGE [REDACTED]  
COPY \_\_\_\_\_  
NON COM \_\_\_\_\_  
CLERK RM

E

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

**LOT 14 IN MAPLEVIEW THIRD ADDITION, IN THE CITY OF CROWN POINT, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 29 PAGE 52, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.**

**SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE**

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. **\$66,774.02**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$4,784.17** 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 Borrower promises to make monthly payments of principal and interest of U.S. **\$304.52.**, 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 Jennifer L Mattingly  
[Printed Name]



In Witness Whereof, I have executed this Agreement.

Borrower: CHARLES W STRUVE

Date

Borrower: MARIA ANGELICA STRUVE

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 1 day of Jan, 2017, personally appeared **CHARLES W STRUVE, MARIA ANGELICA STRUVE**, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument

WITNESS my hand and official seal.

Kevin Jablonski  
Notary Public

Print Name:

My commission expires on:

Residing in



In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

By Jennifer L. Mattingly (print name)  
Mortgage Document Officer (title)

1-6-17  
Date

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

**LENDER ACKNOWLEDGMENT**

**STATE OF KENTUCKY**

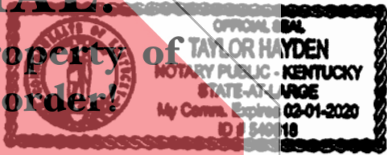

**COUNTY OF DAVIESS**

The foregoing instrument was acknowledged before me this 1/6/17 by **JENNIFER L. MATTINGLY**, the **MORTGAGE DOCUMENT OFFICER** of U.S. BANK N.A., a national association, on behalf of said national association.

Taylor Hayden  
Notary Public

Printed Name: Taylor Hayden  
My commission expires: 2.1.2020

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**STOP**



**EXHIBIT B  
MORTGAGE SCHEDULE**

Mortgage made by **CHARLES W STRUVE, MARIA ANGELICA STRUVE HUSBAND AND WIFE** to **MVB MORTGAGE CORP.** for \$75,466.00 and interest, dated **APRIL 24, 2004** and recorded on **MAY 3, 2004** in **INSTRUMENT NO. 200435672.**

This mortgage was assigned from **MVB MORTGAGE CORP.** (assignor), to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** (assignee), by assignment of mortgage dated **SEPTEMBER 2, 2005** and recorded on **SEPTEMBER 13, 2005** in **INSTRUMENT NO. 2005079360.**

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated **JULY 18, 2014** and recorded on **JULY 25, 2014** in **INSTRUMENT NO. 2014043982.**

