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2017 005869

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2017 JAN 26 AM 9:17

MICHAEL B. BROWN  
RECORDER

This Document Prepared By:  
**CAREY BELL**  
NATIONWIDE ADVANTAGE MORTGAGE  
1100 LOCUST ST, DEPT 2009  
DES MOINES, IA 50391

**Document is  
NOT OFFICIAL!**

When recorded mail to: # 10914316  
First American Title  
Loss Mitigation Title Services 27926.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: MACKLIN - PROPERTY REPORT

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

**STOP**

Tax/Parcel #: 450929428006000018

[Space Above This Line for Recording Data]

Original Principal Amount: \$168,621.00  
Unpaid Principal Amount: \$145,914.53  
New Principal Amount: \$153,575.72  
New Money (Cap): \$7,661.19

FHA/VA/RHS Case No.: 151-8532355-703  
Loan No: 2217397



**LOAN MODIFICATION AGREEMENT (MORTGAGE)**

This Loan Modification Agreement ("Agreement"), made this 30TH day of NOVEMBER, 2016, between JOSEPH MACKLIN AND VERNITA MACKLIN, HUSBAND AND WIFE ("Borrower"), whose address is 1509 E HIGH ST, HOBART, INDIANA 46342 and NATIONWIDE ADVANTAGE MORTGAGE ("Lender"), whose address is 1100 LOCUST ST, DEPT 2009, DES MOINES, IA 50391 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated JANUARY 25, 2008 and recorded on FEBRUARY 5, 2008 in INSTRUMENT NO. 2008 008312, LAKE COUNTY, INDIANA, and (2) the Note, in the original principal amount of U.S. \$168,621.00, 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 1509 E HIGH ST, HOBART, INDIANA 46342

*E*  
*12ref*  
*CA*  
*CR#*  
*1647429*  
*or*  
*1652141*  
*\$26*

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

**LOTS 1 AND 2, IN GUYTON SUBDIVISION, AS PER PLAT THEREOF, RECORDED IN PLAT BK 71, PG 54, 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, **DECEMBER 1, 2016** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$153,575.72**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$7,661.19** 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 **3.7500%**, from **DECEMBER 1, 2016**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$711.23**, beginning on the **1ST** day of **JANUARY, 2017**, and continuing on the **1ST** day of each succeeding month until principal and interest are paid in full. If on **DECEMBER 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.  
  
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 Carey Bell

[Printed Name]



In Witness Whereof, I have executed this Agreement.

Borrower: JOSEPH MACKLIN

Borrower: VERNITA MACKLIN

Borrower:

Borrower:

12/15/2016

Date

12/15/16

Date

Date

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT  
STATE OF INDIANA  
COUNTY OF Lake

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Before me, the undersigned, a Notary Public, in and for said County and State, this 15<sup>th</sup> day of Dec, 2016, personally appeared JOSEPH MACKLIN, VERNITA MACKLIN, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument

WITNESS my hand and official seal.

Notary Public

Print Name: Katie Banske

My commission expires on: 2/1/17

Residing in Lake County

**STOP**



In Witness Whereof, the Lender have executed this Agreement.

NATIONWIDE ADVANTAGE MORTGAGE COMPANY

By Lisa A Nicholson (print name)  
Vice President (title)

12/20/16  
Date

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

**LENDER ACKNOWLEDGMENT**

STATE OF IOWA

COUNTY OF POLK

Before me, the undersigned, a Notary Public, in and for said County and State, this 20<sup>th</sup> day of DECEMBER, 2016, personally appeared LISA A NICHOLSON, VICE PRESIDENT of NATIONWIDE ADVANTAGE MORTGAGE COMPANY, and acknowledged the execution of the foregoing instrument.

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Linda Hueser  
Notary Public

Printed Name: LINDA HUESER  
My commission expires: 5/28/19

County of residence: POLK





Date: NOVEMBER 30, 2016

Loan Number: 2217397

Lender: NATIONWIDE ADVANTAGE MORTGAGE

Borrower: JOSEPH MACKLIN, VERNITA MACKLIN

Property Address: 1509 E HIGH ST, HOBART, INDIANA 46342

### NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

**Receipt of Notice.** The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds or trusts or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

*Joseph Macklin*  
Borrower: JOSEPH MACKLIN

*12/15/2016*  
Date

*Vernita Macklin*  
Borrower: VERNITA MACKLIN

*12/15/16*  
Date

Borrower: \_\_\_\_\_

Date

Borrower: \_\_\_\_\_

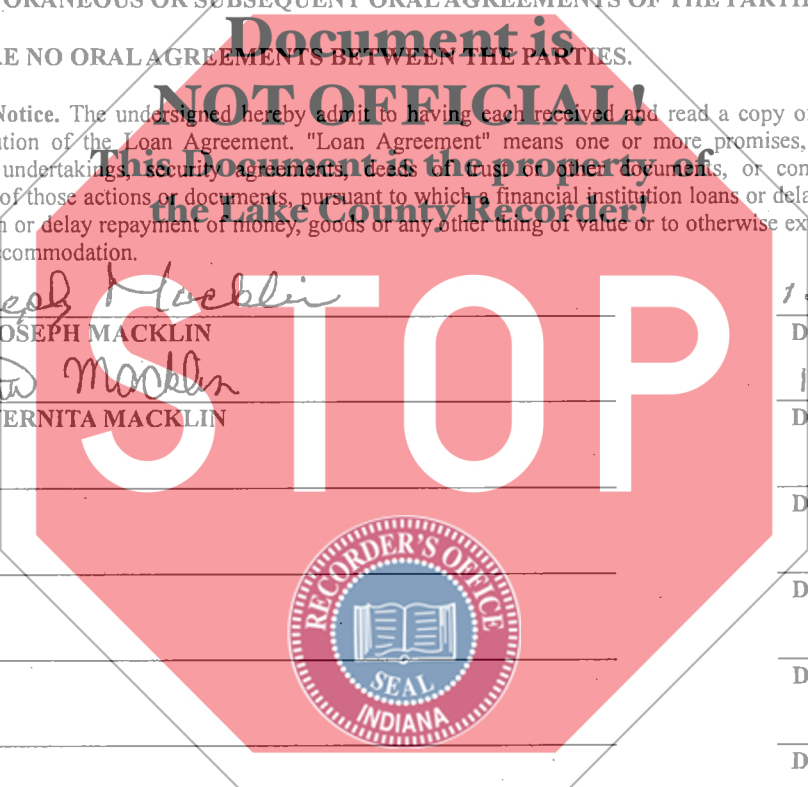
Date

Borrower: \_\_\_\_\_

Date

Borrower: \_\_\_\_\_

Date



Date: NOVEMBER 30, 2016  
Loan Number: 2217397  
Lender: NATIONWIDE ADVANTAGE MORTGAGE  
Borrower: JOSEPH MACKLIN, VERNITA MACKLIN  
Property Address: 1509 E HIGH ST, HOBART, INDIANA 46342


### ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

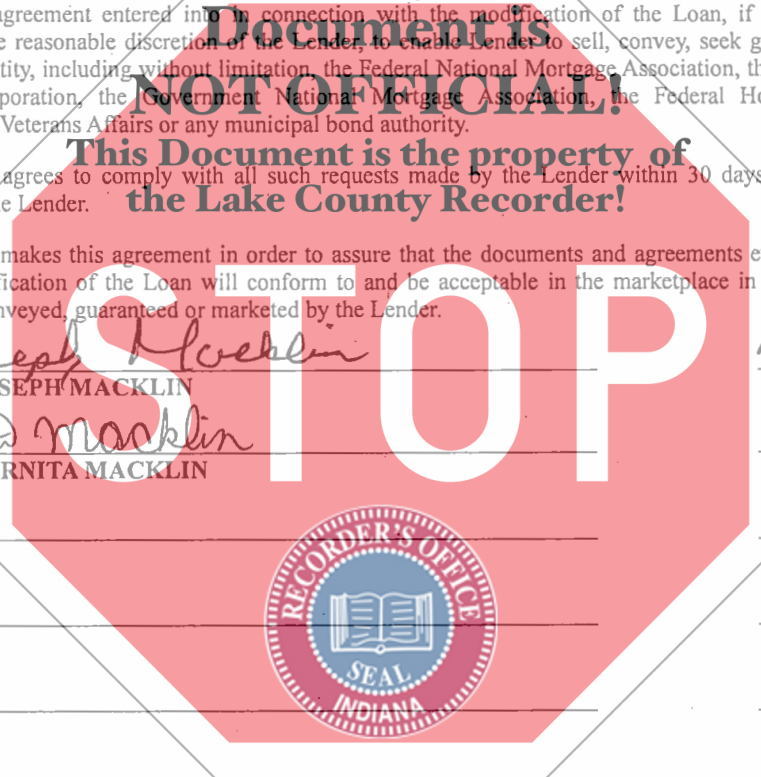
In consideration of NATIONWIDE ADVANTAGE MORTGAGE COMPANY

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

 Borrower: JOSEPH MACKLIN	<u>12/15/2016</u> Date
 Borrower: VERNITA MACKLIN	<u>12/15/16</u> Date
_____ Borrower:	_____ Date
_____ Borrower:	_____ Date
_____ Borrower:	_____ Date
_____ Borrower:	_____ Date



TO: First American Title  
Loss Mitigation Title Services  
3 First American Way  
Santa Ana, CA 92707

From: **Nationwide Advantage Mortgage Company**

Client Number: 27926.1

Address: 1100 Locust Street, Dept 2009  
Des Moines, IA 50391-2009

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**STOP**

Please issue MPG and send for recording (All FHA mods & any other mods that need recording including FL mods, etc)

Please record and issue Alta Policy (All FHA mods & any other mods that need recording in TX/ NM, etc)

Please record only



*Carey Bell*

NAMC Loss Mitigation Representative

*12-27-16*

Date

*2217397 Macklin Mod*