

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 006247

2017 JAN 27 AM 9:34

MICHAEL B. BROWN
RECORDER

This Document Prepared By:
MAGHAN TURNER
U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 40366
(800) 365-7772

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

Tax/Parcel #: 450920302006000016

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Original Principal Amount: \$117,826.00

FHA/VA Case No.: 703 156-1382067

Unpaid Principal Amount: \$109,633.44

Loan No: 9902241200

New Principal Amount: \$83,967.69

Capitalization Amount: \$3,010.64

160322754



LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 8TH day of DECEMBER, 2016, between TANYA PEREZ INDIVIDUAL ("Borrower") whose address is 3351 JASPER STREET, HOBART, INDIANA 46342 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"), and Timely Payment Rewards Rider, if any, dated NOVEMBER 9, 2012 and recorded on NOVEMBER 19, 2012 in INSTRUMENT NO. 2012-081584, of the OFFICIAL Records of LAKE COUNTY, INDIANA, and (2) the Note 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

3351 JASPER STREET, HOBART, INDIANA 46342
(Property Address)

1071031354

9902241200

1 Ref
M.E
E \$25.00

the real property described being set forth as follows:

LOT 38 IN VIKING VILLAGE SUBDIVISION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 33 PAGE 15 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. \$83,967.69, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$10.64 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 **JANUARY 1, 2017**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **388.87**, 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. The yearly rate of **3.7500%** will remain in effect until principal and interest are paid in full. 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 the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

(b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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.

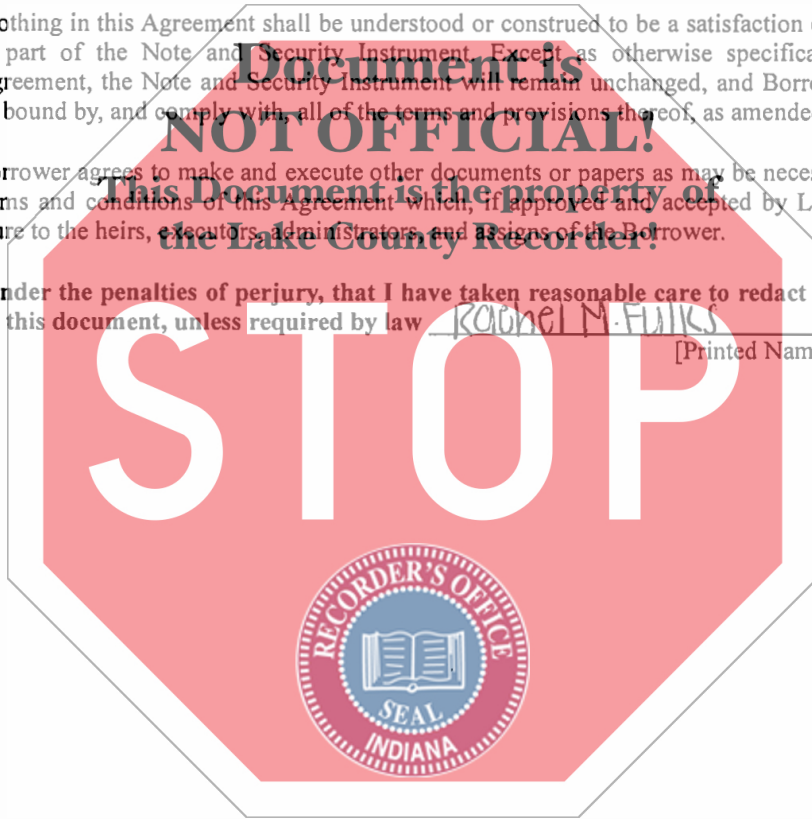
6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound 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 of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law

Rachael M. Fuiks

[Printed Name]



In Witness Whereof, I have executed this Agreement.

Borrower: TANYA PEREZ

Date

³
15/10/17

Borrower:

Date

Borrower:

Date

Borrower:

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 10th day of JANUARY, 2017, personally appeared TANYA PEREZ, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument

WITNESS my hand and official seal.

Tina M. Zientara
Notary Public

Print Name:

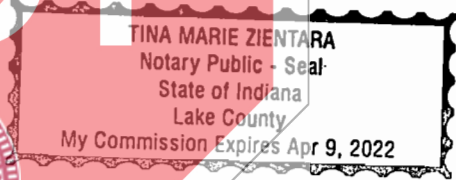
Tina M. Zientara

My commission expires on:

4-9-22

Residing in

LAKE



In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.

Rachel M Fulks
By Rachel M. Fulks (print name)
Mortgage Document Officer (title)

1/12/17
Date

_____[Space Below This Line for Acknowledgments]_____

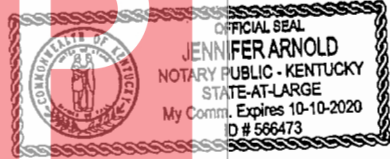
STATE OF KENTUCKY
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 1/12/2017 by
RACHEL M. FULKS, the **MORTGAGE DOCUMENT OFFICER** of U.S. BANK N.A., a national
association, on behalf of said national association.

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Jennifer Arnold
Notary Public

Printed Name: Jennifer Arnold
My commission expires: 10/10/2020



**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by **TANYA PEREZ INDIVIDUAL** to **MERS AS NOMINEE FOR PRIMELENDING** for **\$117,826.00** and interest, dated **NOVEMBER 9, 2012** and recorded on **NOVEMBER 19, 2012** in **INSTRUMENT NO. 2012-081584**.

This mortgage was assigned from **MERS AS NOMINEE FOR PRIMELENDING** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated **AUGUST 20, 2015** and recorded on **AUGUST 31, 2015** in **INSTRUMENT NO. 2015-058745**.

