STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

## 2017 006413

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MICHAEL B. BROWN RECORDER

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This Document Prepared By: Ruth Daniel

NATIONSTAR MORTGAGE LLC 8950 CYPRESS WATERS BLVD COPPELL, TX 75019 888-480-2432

Document is

Original Recording Date: April 27, 2012 P OFFICIAL!
Original Loan Amount: \$104,406.00

Loan No: 606419372 Investor Loan No: 211908146

OpenHA Case No.: IN1561189585703

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 6th day of December, 2016, between RUBY HAMPTON AKA RUBY J. HAMPTON whose address is 27 HIGHLAND ST, HAMMOND, IN 46320 ("Borrower") and Nationstar Mortgage LLC which is organized and existing under the laws of The United States of America, and whose address is 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated April 18, 2012 and recorded in Book/Liber N/A, Page N/A, Instrument No: 2012 028022 and recorded on April 27, 2012, of the Official Records of LAKE County, IN 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 27 HIGHLAND ST, HAMMOND, IN 46320,

the real property described being set forth as follows:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF LAKE, STATE OF INDIANA: LOT 24 AND 25, BLOCK 7, HOMEWOOD ADDITION TO HAMMOND, AS SHOWN IN PLAT BOOK 2, PAGE 29, IN 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. \$73,826.57, consisting of the unpaid amount(s) loaned to



\* 6 0 6 4 1 9 3 7 HUD MODIFICATION AGREEMENT 8300h 11/12 110045751

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AMOUNT \$\_\_\_\_\_\_CHARGE \_\_\_\_\_

CHECK # 524750

OVERAGE \_\_\_\_\_

NON-COM\_

CLERK \_\_\_\_\_\_

My

Borrower by Lender plus any interest 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 3.750%, from December 1, 2016. Borrower promises to make monthly payments of principal and interest of U.S. \$341.90, beginning on the 1st day of January, 2017, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on December 1, 2046 (the "Matunty 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 80 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; 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 pror 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 to 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.



HUD MODIFICATION AGREEMENT

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- 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. In the event of any action(s) arising out of or relating to this Agreement or in connection with any foreclosure action(s) dismissed as a result of entering into this Agreement, if permitted by applicable law, I will remain liable for and bear my own attorney fees and costs incurred in connection with any such action(s).
- Borrower understands that the mortgage insurance premiums on the Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which the borrower may request cancellation of mortgage insurance may change as a result of the New Principal Balance.





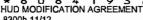
+ 6 0 6 4 1 9 3 7 HUD MODIFICATION AGREEMENT



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Nationstar Mortgage LLC
By:(Seal) - Lender
Name:
Title: Assistant Secretary
1/17/2017
Date of Lender's Signature  [Space Below This Line For Acknowledgments]
The State of TX
County of Dallas
Before meStacy Paredes/Notary Public (name/title of officer) on this day
personally appeared Ruth Daniel the Assistant Secretary of Nationstar
(description of identity card or other document.) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the
purposes and consideration therein expressed.
This Document is the property of
Given under my hand and seal of office this County day of Curious, A.D., 2017.
OV BU
STACY PAREDES Signature of Officer
Notary Public, State of Texas My Comm. Expires 12-30-2019 Stacy Paredes
Notary ID-130481600 (Printed Name of Officer)
Notary Public
Mu Commission auditor 12120 19 Title of Officer
My Commission expires : 12 36 [1]
SEAL SEAL
WOIANA LITTE







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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.

Signature

**Ruth Danlel** 

Printed Name

This Document Prepared By:
Ruth Daniel

NATIONSTAR MORTGAGE LLC 8950 CYPRESS WATERS BLVD

COPPELL, TX 75019

This Document is the property of the Lake County Recorder!





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