

2017 044639

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 JUL 19 AM 8:44

MICHAEL B. BROWN
RECORDER

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

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

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Tax/Parcel #: 45-12-28-105-012.000-030

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Original Principal Amount: \$191,479.00

FHA/VA Case No.: 703 151-7961690

Unpaid Principal Amount: \$176,574.76

Loan No: 6003204653

New Principal Amount: \$219,950.53

Capitalization Amount: \$43,375.77

170136771



LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 19TH day of JUNE, 2017, between **LAURA A SMITH-WYNN A SINGLE WOMAN** ("Borrower") whose address is 1474 W 86TH LANE, MERRILLVILLE, INDIANA 46410 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 **OCTOBER 28, 2005** and recorded on **NOVEMBER 4, 2005** in **INSTRUMENT NO. 2005-097212**, 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

1474 W 86TH LANE, MERRILLVILLE, INDIANA 46410
(Property Address)



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cb-1078006698
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the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

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, **JULY 1, 2017** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$219,950.53**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized 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, in the amount of U.S. **\$43,375.77**.
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 **4.3750%**, from **JULY 1, 2017**. Borrower promises to make monthly payments of principal and interest of U.S. **\$ 1,098.18**, beginning on the **1ST** day of **AUGUST, 2017**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.3750%** will remain in effect until principal and interest are paid in full. If on **JULY 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

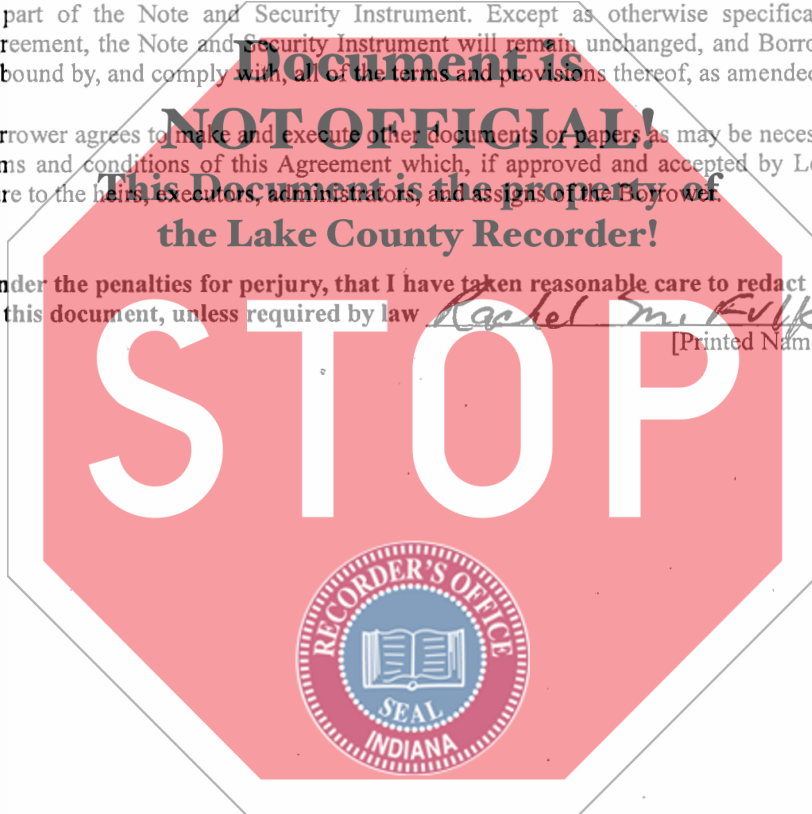
(b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those 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.

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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 Rachel M. Fulks

[Printed Name]



In Witness Whereof, I have executed this Agreement.

Borrower: LAURA A SMITH-WYNN

Date

06/27/2017

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 27th day of JUNE, 2017, personally appeared LAURAA SMITH-WYNN, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument

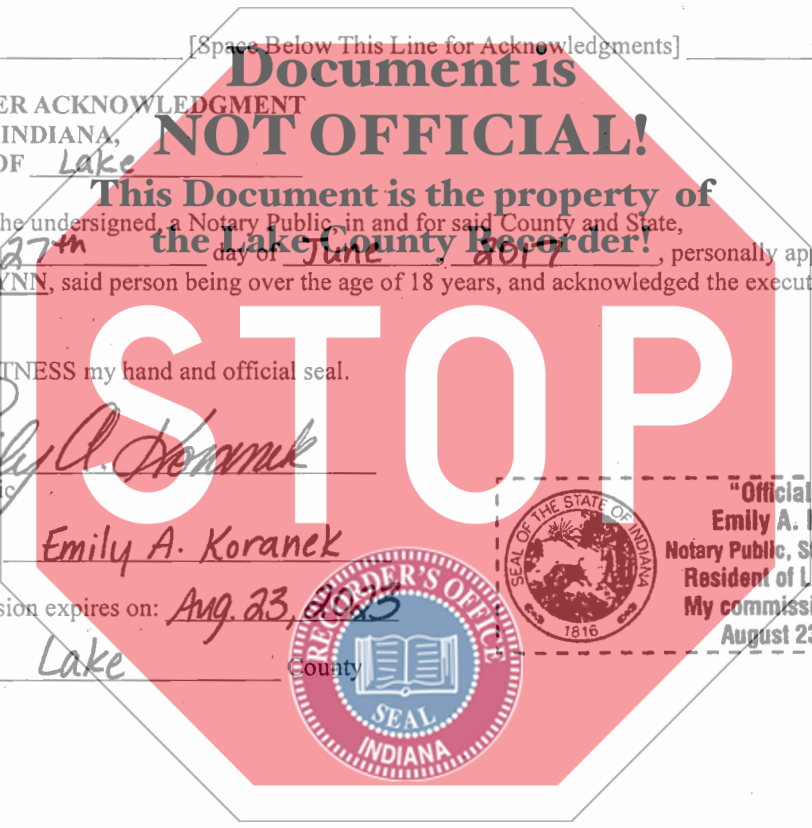
WITNESS my hand and official seal.

Emily A. Koranek
Notary Public

Print Name: Emily A. Koranek

My commission expires on: Aug. 23, 2023

Residing in Lake County



"Official Seal"
Emily A. Koranek
Notary Public, State of Indiana
Resident of Lake Co., IN
My commission expires
August 23, 2023

In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.

Rachel M Fulks

6/30/17

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

Date

[Space Below This Line for Acknowledgments]

STATE OF KENTUCKY
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 6-30-2017 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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Jackie Gentry
Notary Public

Printed Name: *Jackie Gentry*
My commission expires: *6-5-2018*

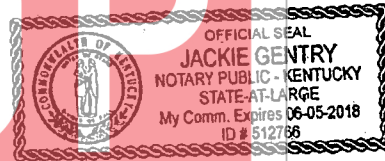


EXHIBIT A

BORROWER(S): LAURA A SMITH-WYNN A SINGLE WOMAN

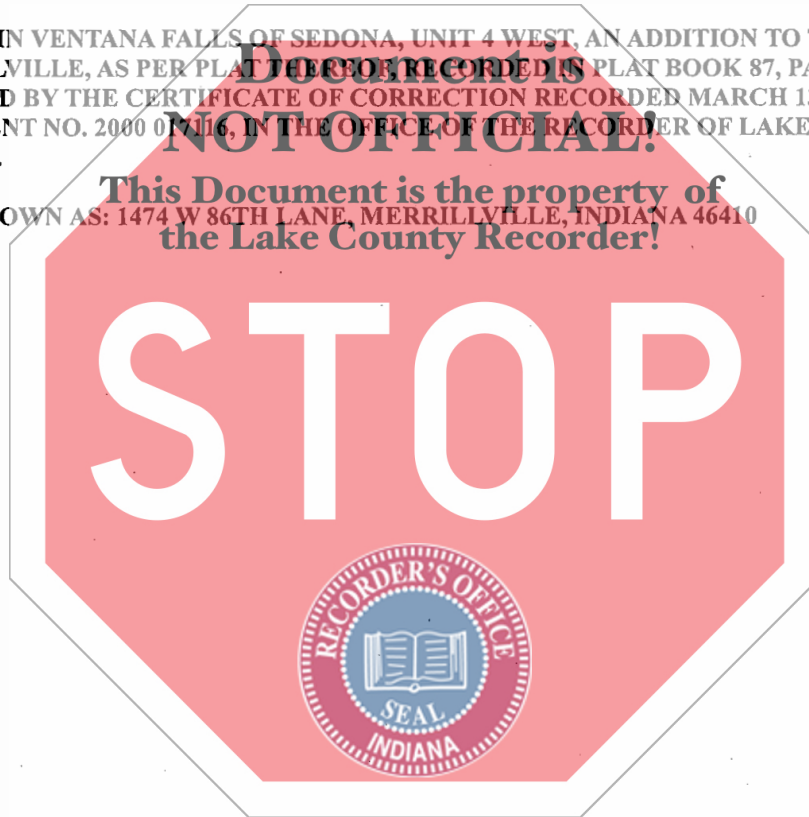
LOAN NUMBER: 6003204653

LEGAL DESCRIPTION:

The land referred to in this document is situated in the STATE OF INDIANA, COUNTY OF LAKE, CITY OF MERRILLVILLE, and described as follows:

LOT 403, IN VENTANA FALLS OF SEDONA, UNIT 4 WEST, AN ADDITION TO THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 87, PAGE 94, AS AMENDED BY THE CERTIFICATE OF CORRECTION RECORDED MARCH 13, 2000, AS DOCUMENT NO. 2000 07116, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

ALSO KNOWN AS: 1474 W 86TH LANE, MERRILLVILLE, INDIANA 46410



**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by **LAURA A SMITH-WYNN A SINGLE WOMAN** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR COMMUNITY CENTRAL MORTGAGE COMPANY, LLC** for \$191,479.00 and interest, dated **OCTOBER 28, 2005** and recorded on **NOVEMBER 4, 2005** in **INSTRUMENT NO. 2005-097212**.

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR COMMUNITY CENTRAL MORTGAGE COMPANY, LLC** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated **SEPTEMBER 22, 2011** and recorded on **OCTOBER 5, 2011** in **INSTRUMENT NO. 2011-054964**.



Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between U.S. BANK N.A. (the "Lender") and LAURA A SMITH-WYNN A SINGLE WOMAN (the "Borrower") dated JUNE 19, 2017 (the "Loan Modification Agreement").

Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Notwithstanding, any monthly payments hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt, that was discharged in bankruptcy.

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Rachel M. Fulks
Lender Signature

By: Rachel M. Fulks
Title: Mortgage Document Officer

6/30/17
Date

Laura A Smith-Wynn
Borrower: LAURA A SMITH-WYNN

06/27/2017
Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

