

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 044815

2017 JUL 20 AM 8:37

MICHAEL B. BROWN
RECORDER

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This Document Prepared By:
QUARDESA OSBORNE
PACIFIC UNION FINANCIAL, LLC
1603 LBJ FREEWAY, STE 500 MAILSTOP: 60200
FARMERS BRANCH, TX 75236
(844) 225-8060

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When recorded mail to: #:11055900
FAMS-DTO Rec [Barcode]
3 First American Way
Santa Ana, CA 92707
PACIF | 35875.3 | MOD REC SVC
RE: BROUGHTON | LOAN MODIFICATIO

JP: 60200

Tax/Parcel #: 45-12-04-156-022.000-031

[Space Above This Line for Recording Data]

Original Principal Amount: \$93,279.00

FHA/VA Case No.: 703 156-2277339

Unpaid Principal Amount: \$91,219.41

MERS Min: 1009074 2830106443 7

New Principal Amount: \$79,429.00

MERS Phone #: (888) 679-6377

New Money (Cap): \$0.00



LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 16TH day of MAY, 2017, between **WILL R BROUGHTON A MARRIED MAN** ("Borrower") whose address is **1400 ORCHARD DR, MERRILLVILLE, INDIANA 46410** and **PACIFIC UNION FINANCIAL, LLC** ("Lender"), whose address is **1603 LBJ FREEWAY, STE 500 MAILSTOP: 60200, FARMERS BRANCH, TX 75236**, AND **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** ("MERS") ("**Mortgagee**") (solely as a nominee for Lender and Lender's successors and assigns), with a mailing address of P.O. Box 2026, Flint, Michigan 48501-2026, and a street address of 1901 E Voorhees Street, Suite C, Danville, IL 61834, Tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **OCTOBER 31, 2014** and recorded on **NOVEMBER 12, 2014** in **INSTRUMENT NO. 2014 071165 BOOK N/A PAGE N/A**, 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

HUD-HAMP 12152016_356

[Barcode] 0000600940

25 -
1704622
AM
E

1400 ORCHARD DR, MERRILLVILLE, INDIANA 46410

(Property Address)

the real property described being set forth as follows:

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

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, **JUNE 1, 2017** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$79,429.00, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$0.00 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 **JUNE 1, 2017**. Borrower promises to make monthly payments of principal and interest of U.S. \$ 367.85, beginning on the 1ST day of **JULY, 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 **JUNE 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

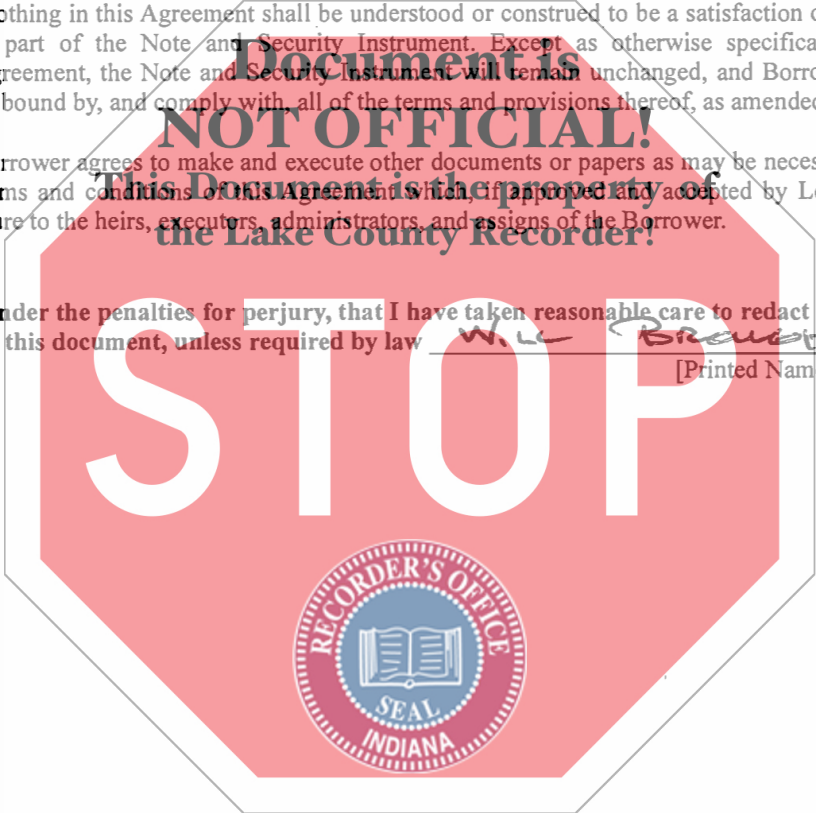
(b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those 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 for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law Will Braughton
[Printed Name]



In Witness Whereof, I have executed this Agreement.

Borrower: WILL R BROUGHTON

Date

Will Broughton

05/25/17

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 25th day of May, 2017, personally appeared WILL R BROUGHTON, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument

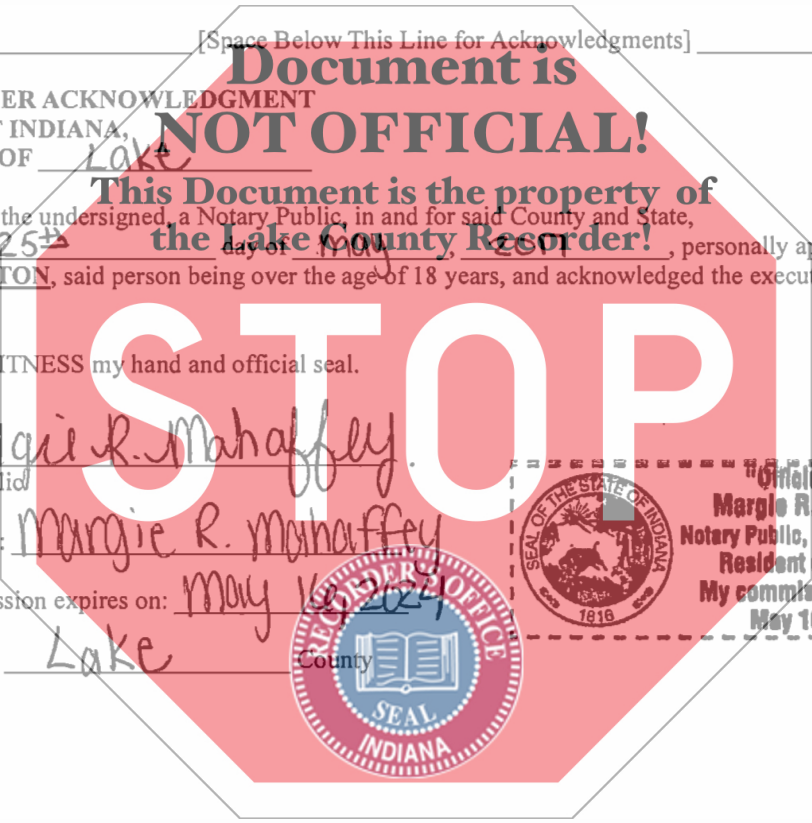
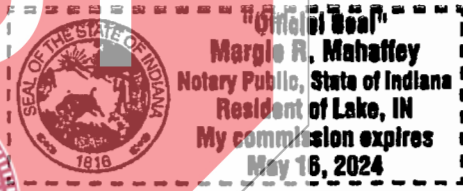
WITNESS my hand and official seal.

Margie R. Mahaffey
Notary Public

Print Name: Margie R. Mahaffey

My commission expires on: May 16, 2024

Residing in Lake County



Mortgage Electronic Registration Systems, Inc.

Mortgagee

By *[Signature]*
Brandy N. Stolz

Date 06/05/17

[Space Below This Line for Acknowledgments]

State of TEXAS

County of DALLAS

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This instrument was acknowledged before me on June 05 2017
by Brandy N. Stolz **the Lake County Recorder!** Mortgage Electronic Registrations Systems, Inc., a
~~Assistant Secretary of a Separate Pacific Union Financial~~ corporation, on behalf of the corporation.
LLC

[Signature]
QUARDESA OSBORNE, Notary Public

QUARDESA OSBORNE
Notary Public, State of Texas
Comm. Expires 08-10-2020
Notary ID 130772537

My commission expires: 08/10/2020



In Witness Whereof, the Lender has executed this Agreement.

PACIFIC UNION FINANCIAL, LLC

Celia Gallardo
By Celia Gallardo Authorized Signer (print name)
(title)

06/05/2017
Date

_____[Space Below This Line for Acknowledgments]_____

State of TEXAS
County of DALLAS

This instrument was acknowledged before me on June 05, 2017
by Celia Gallardo, the
Authorized Signer of PACIFIC UNION FINANCIAL, LLC, a company,
on behalf of the company. **This Document is the property of the Lake County Recorder!**

Quardesa Osborne
QUARDESA OSBORNE, Notary Public
My commission expires: 08/10/2020

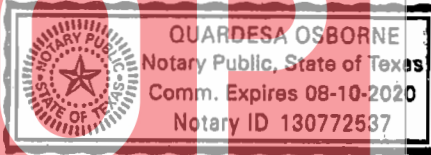


EXHIBIT A

BORROWER(S): WILL R BROUGHTON A MARRIED MAN

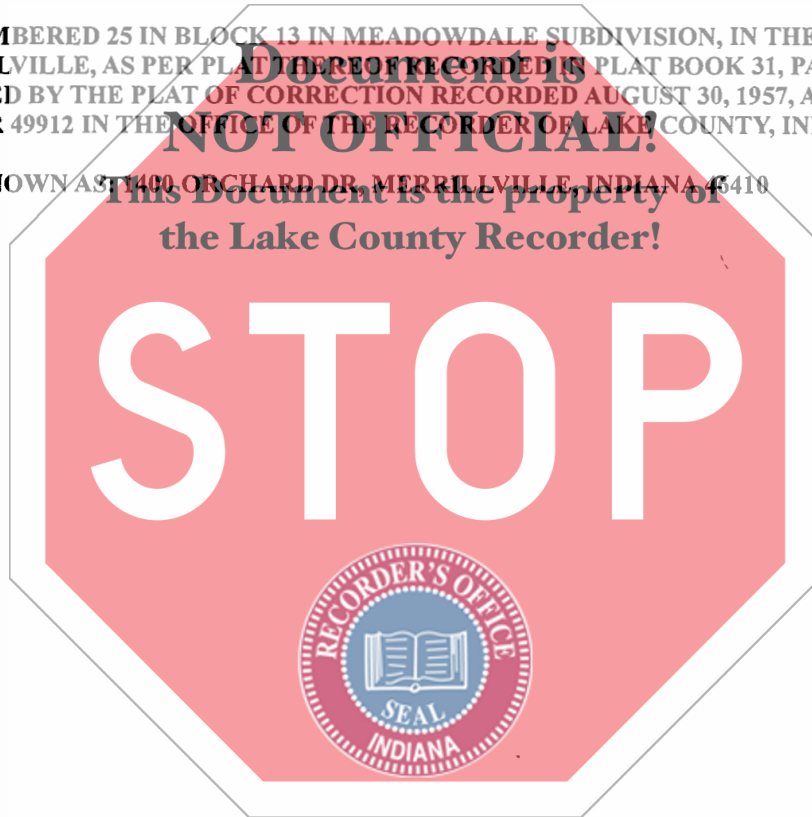
LOAN NUMBER: 0000600940

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 NUMBERED 25 IN BLOCK 13 IN MEADOWDALE SUBDIVISION, IN THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 31, PAGE 52, AS AMENDED BY THE PLAT OF CORRECTION RECORDED AUGUST 30, 1957, AS DOCUMENT NUMBER 49912 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

ALSO KNOWN AS 1400 ORCHARD DR, MERRILLVILLE, INDIANA 46410



Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between **PACIFIC UNION FINANCIAL, LLC** (the "Lender") and **WILL R BROUGHTON A MARRIED MAN** (the "Borrower") dated **MAY 16, 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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(BORROWER MUST INITIAL HERE) **WRB**

Signed this 25 day of May, 20 17.

Lender

Borrower

By: *Authorized Signer*
Name: *Celia Gallardo*

Will R Broughton
WILL R BROUGHTON



Date: **MAY 16, 2017**
Loan Number: **0000600940**
Lender: **PACIFIC UNION FINANCIAL, LLC**


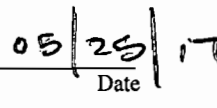
Borrower: **WILL R BROUGHTON**

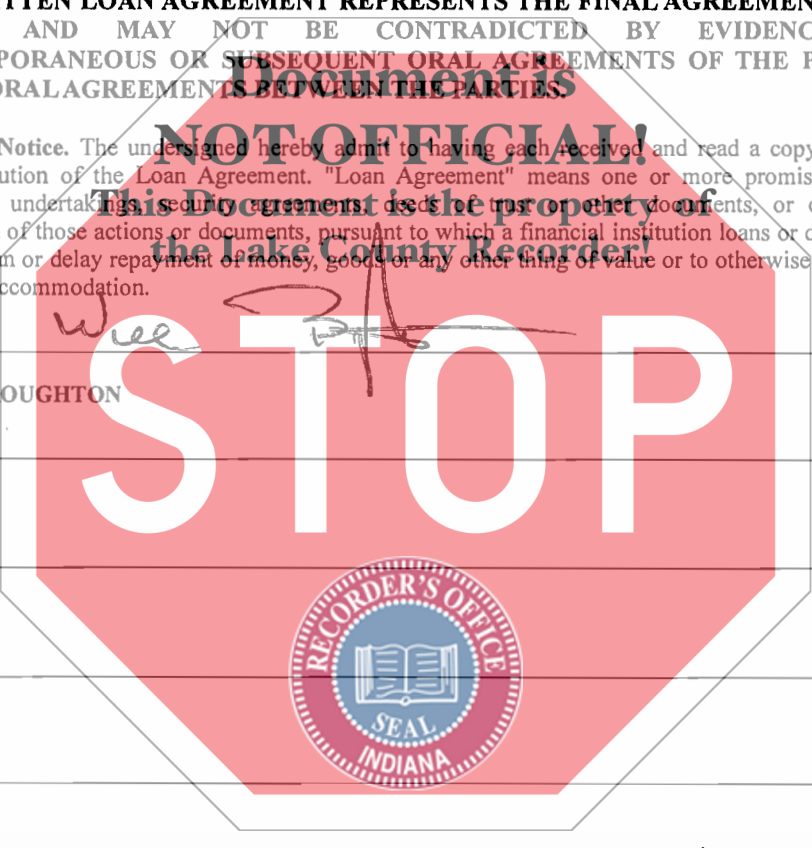
Property Address: **1400 ORCHARD DR, MERRILLVILLE, INDIANA 46410**

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 of trust 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.

 Borrower WILL R BROUGHTON	 Date
Borrower	Date
Borrower	Date
Borrower	Date
Borrower	Date
Borrower	Date
Borrower	Date



Date: MAY 16, 2017
Loan Number: 0000600940
Lender: PACIFIC UNION FINANCIAL, LLC

Borrower: WILL R BROUGHTON

Property Address: 1400 ORCHARD DR, MERRILLVILLE, INDIANA 46410

ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of PACIFIC UNION FINANCIAL, LLC

(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. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

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.

WILL R BROUGHTON

Will R Broughton

05/25/17
Date



Date

Date

Date

Date

Date

Date