

## 2017 044953

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2017 JUL 20 AM 9: 50

MICHAEL B. BROWN RECORDER

After Recording Return To: CoreLogic SolEx 1637 NW 136th Avenue Suite G-100 Sunrise, FL 33323

This Document Prepared By:

Tiffani Agree

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

[Space Above Phis Line For Recording Data

Original Recording Date: September 62, 2008 FFICIAL! Loan No: 623403490 Original Loan Amount: \$123,323.00 FFICIAL! Investor Loan No: 200667876

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## LOAN MAINE CONTINUE OF THE PROPERTY OF

This Loan Modification Agreement ("Agreement"), made this 8th day of September, 2016, between RAFAEL PEREZ whose address is 1600 CLEVELAND AVE, WHITING, IN 46394 ("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 August 21, 2003 and recorded in Book/Liber N/A, Page N/A, Instrument No: 2008 061607 and recorded on September 02, 2003, 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 1600 CLEVELAND, WHITEG, IN 46394.

the real property described being set forth as follows:

orth as follows:

See Exhibit "A" attached hereto and made a part hereo?

110051091

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):

 As of November 1, 2016, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$121,756.31, consisting of the unpaid amount(s) loaned to 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.



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CASHCHARGE
CHECK# 800 14093
OVERAGE
COPY
NON-CONF

- 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 November 1, 2016. Borrower promises to make monthly payments of principal and interest of U.S. \$563.87, beginning on the 1st day of December, 2016, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on November 1, 2046 (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.
- 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 sures 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 of demand on Borrower.
- 4. Borrower also will comply with all other covanants agreements, and agreements 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 toan 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 Leader is not attending 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



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(page 2 of 5)

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).
- 9. 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.

Document is  NOT OFFICIAL!  RAFAEL PEREZ -Borrower  This Document is the property of  [Space Below This Line For Acknowledgments]  The Lake County Recorder!
State of Indiana
Before me, Transcription of the annexed mortgage.  Signature:
County of Residence:  "OFFICIAL SEAL" FRANCISCO A HERNANDEZ Notary Public - State of Illinois My Commission Expires on: My Commission Expires July 14, 2018
SEAL MOIANAMINE

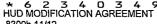




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## NATIONSTAR MORTGAGE LLC (Seal) - Lender Title: Assistant Secretary Q-30-17 Date of Lender's Signature [Space Below This Line For Acknowledgments] \_\_\_ The State of TX County of Dallas Before me PATRICK ESHIDI ODIMULA/Notary Public (name/title of officer) on this day personally appeared TIFFRNI AGNEW, the Assistant Secretary of Nation \_\_\_\_, the Assistant Secretary of Nationstar Mortgage LLC, known to me)(or proved to me on the oath of or through acknowledged to me that he executed person whose name is subscribed to the the same for the purposes and A.D., 2017 Given under my hand and and of office this the Lake County Record Signature of Officer **Notary Public** Title of Officer 12-15-2019 My Commission expires: Notary Public, State of Texas dy Comm. Expires 12-15-2019 Notery ID 130469633







(page 4 of 5)

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.

This Document Prepared By:

NATIONSTAR MORTGAGE LLC 8950 CYPRESS WATERS BLVD

COPPELL, TX 75019

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!





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## Exhibit "A"

Loan Number: 623403490

Property Address: 1600-CLEVELAND, WHITING, IN 46394

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN LAKE COUNTY, INDIANA; THE NORTH FIFTEEN (15) FEET OF LOT NO. FORTY SEVEN (47) AND ALL OF LOT NO. FORTY-EIGHT (48), IN BLOCK NO FOUR (4), IN PLAT OF FORSYTHS THIRD ADDITION TO WHITING, IN LAKE COUNTY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 10, IN THE OFFICE OF THE RECORDER ON LAKE COUNTY, INDIANACOTOR!









Exhibit A Legal Description Attachment 11/12

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