

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 068867

2017 OCT 11 AM 11:00

MICHAEL B. BROWN
RECORDER

This Document Prepared By:
JAMES POWELL
U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 42301
(800) 365-7772

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When recorded mail to: 10942163
FAMS-DT Rec
3 First American Way
Santa Ana, CA 92707
US Bank 12106.1 PR DOCS
RE: Upshaw Standard

Tax/Parcel #: 45-12-03-377-016.000-030

[Space Above This Line for Recording Data]

Original Principal Amount: \$73,641.00
Unpaid Principal Amount: \$72,249.75
New Principal Amount: \$76,535.19
Capitalization Amount: \$4,285.44

FHA/VA/RHS Case No.: 703 156-2697813
Loan No: 9902247646

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 12TH day of SEPTEMBER, 2017, between **CHRISTINA L. UPSHAW** ("Borrower"), whose address is **6044 DELAWARE DRIVE, 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"), dated **OCTOBER 14, 2015** and recorded on **OCTOBER 23, 2015** in **INSTRUMENT NO. 2015 072117, LAKE COUNTY, INDIANA**, and (2) the Note, in the original principal amount of **U.S. \$73,641.00**, 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 **6044 DELAWARE DRIVE, MERRILLVILLE, INDIANA 46410**

HUD Modification Agreement 08312017_45

Page 1

AMOUNT 251.00
CASH _____ CHARGE _____
CHECK# 1721249
OVERAGE _____
COPY _____
NON-CONF _____
DEPUTY [Signature]

E

the real property described is located in LAKE COUNTY, INDIANA and 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, **SEPTEMBER 1, 2017** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$76,535.19**, 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. **\$4,285.44**.
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 **SEPTEMBER 1, 2017**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$382.13**, beginning on the **1ST** day of **OCTOBER, 2017**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **SEPTEMBER 1, 2047** (the "Maturity Date"), the 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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.
4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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 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 _____

Terry L Smith

[Printed Name]



In Witness Whereof, I have executed this Agreement.

Borrower: CHRISTINA L. UPSHAW

9/25/17
Date

Borrower: _____

Date

Borrower: _____

Date

Borrower: _____

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT
STATE OF INDIANA,
COUNTY OF Lake

Document is NOT OFFICIAL!

Before me, the undersigned, a Notary Public, in and for said County and State, this 25th day of September, 2017, personally appeared CHRISTINA L. UPSHAW, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument

This Document is the property of the Lake County Recorder!

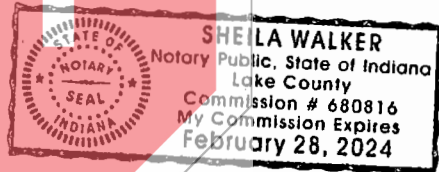
WITNESS my hand and official seal.

Sheila Walker
Notary Public

Print Name: Sheila Walker

My commission expires on: 2/28/24

Residing in Lake County



In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.

By Terry L. Smith (print name)
Mortgage Document Officer (title)

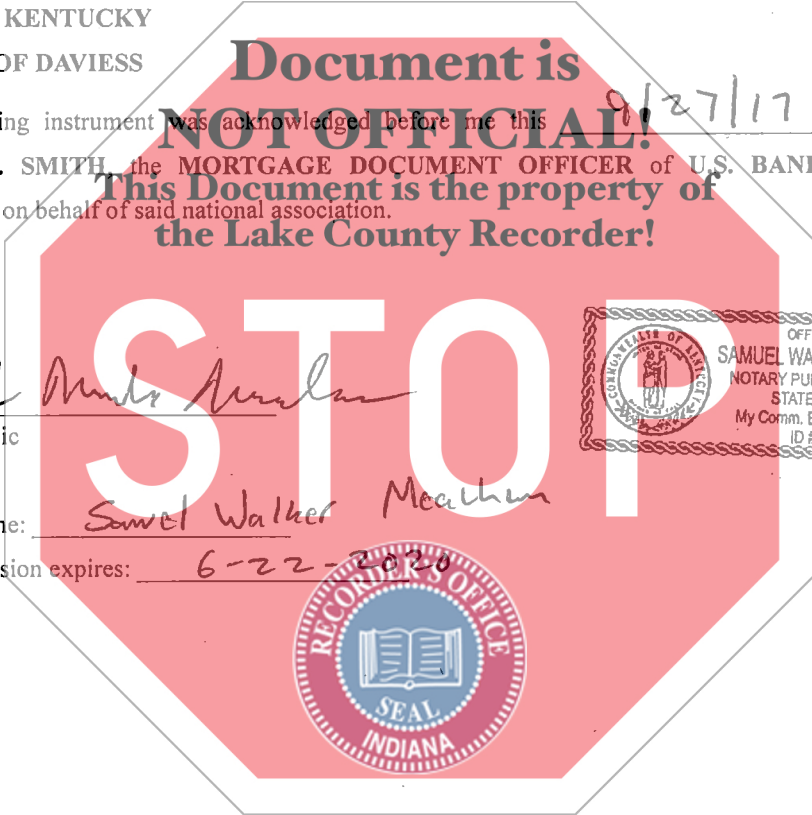
9/27/17
Date

_____ [Space Below This Line for Acknowledgments] _____

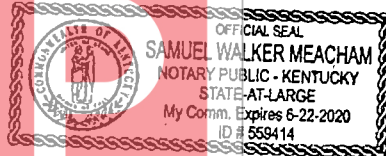
LENDER ACKNOWLEDGMENT

STATE OF KENTUCKY
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 9/27/17 by
TERRY L. SMITH, the MORTGAGE DOCUMENT OFFICER of U.S. BANK N.A., a national
association, on behalf of said national association.



Samuel Walker Meacham
Notary Public



Printed Name: Samuel Walker Meacham
My commission expires: 6-22-2020



EXHIBIT A

BORROWER(S): CHRISTINA L. UPSHAW

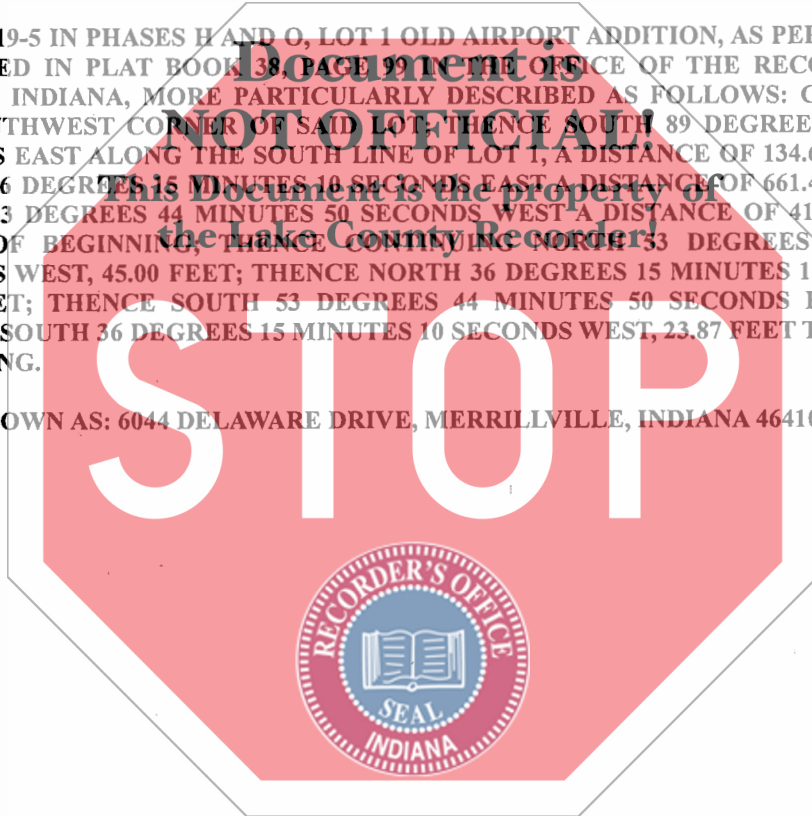
LOAN NUMBER: 9902247646

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:

PARCEL 19-5 IN PHASES H AND O, LOT 1 OLD AIRPORT ADDITION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 38, PAGE 99 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT; THENCE SOUTH 89 DEGREES 44 MINUTES 50 SECONDS EAST ALONG THE SOUTH LINE OF LOT 1, A DISTANCE OF 134.67 FEET; THENCE NORTH 36 DEGREES 15 MINUTES 10 SECONDS EAST A DISTANCE OF 661.48 FEET; THENCE NORTH 53 DEGREES 44 MINUTES 50 SECONDS WEST A DISTANCE OF 41.39 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING CORNER 33 DEGREES 44 MINUTES 50 SECONDS WEST, 45.00 FEET; THENCE NORTH 36 DEGREES 15 MINUTES 10 SECONDS EAST, 23.87 FEET; THENCE SOUTH 53 DEGREES 44 MINUTES 50 SECONDS EAST 45.00 FEET; THENCE SOUTH 36 DEGREES 15 MINUTES 10 SECONDS WEST, 23.87 FEET TO THE PLACE OF BEGINNING.

ALSO KNOWN AS: 6044 DELAWARE DRIVE, MERRILLVILLE, INDIANA 46410



**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by **CHRISTINA L. UPSHAW** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS NOMINEE FOR CALIBER HOME LOANS, INC.** for **\$73,641.00** and interest, dated **OCTOBER 14, 2015** and recorded on **OCTOBER 23, 2015** in **INSTRUMENT NO. 2015 072117.**

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR CALIBER HOME LOANS, INC., ITS SUCCESSORS AND ASSIGNS** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated **JULY 7, 2016** and recorded on **JULY 14, 2016** in **INSTRUMENT NO. 2016 043345.**

