STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2017 082062

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MICHAEL B. BROWN RECORDER

This Document Prepared By: JAMES POWELL **Document** is U.S. BANK N.A. **4801 FREDERICA ST** OWENSBORO, KY 42301 (800) 365-7772 Requested By and This Document is the property of When Recorded Return To: ServiceLink Loan Mod Solutions ake County Recorder! 3220 El Camino Real Irvine, CA 92602 (800) 934-3124 Tax/Parcel #: 45-08-33-151-004.000-001 Space Above This Line for Recording Data FHA/VA/RHS Case No.:703 151-3891780 Original Principal Amount: \$55,221.00 Loan No: 2981701515 Unpaid Principal Amount: \$42,964.28 New Principal Amount: \$53,761.85 Capitalization Amount: \$10,797.57 LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 7TH day of NOVEMBER, 2017, between JAMES ROWAN ("Borrower"), whose address is 4733 GRANT STREET, GARY, INDIANA 46408 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 JULY 2, 1991 and recorded on JULY 5, 1991 in INSTRUMENT NO. 910033562, LAKE COUNTY, INDIANA, and (2) the Note, in the original principal amount of U.S. \$55,221.00, 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

4733 GRANT STREET, GARY, INDIANA 46408

the real property described is located in LAKE COUNTY, INDIANA and being set forth as follows:

HUD Modification Agreement 09262017_45

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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, **DECEMBER 1, 2017** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$53,761.85, 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. \$10,797.57.
- 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 4.2500%, from DECEMBER 1, 2017. The Borrower promises to make monthly payments of principal and interest of U.S. \$264.48,, beginning on the 1ST day of JANUARY, 2013, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full If on DECEMBER 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 _______.



James Rawn	11-16-17
Borrower: JAMES ROWAN	Date
Borrower:	Date
Borrower:	Date
Borrower: [Space Below This Line for Acknowledgments]	Date
MA NICOTOR AND CONTRACT OF THE	sonally appeared JAMES

In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK NATIONAL ASSOCIATION S/B/M FIRSTAR BANK N.A. S/B/M STAR BANK N.A. S/B/M GREAT FINANCIAL BANK FSB S/B/M LINCOLN SERVICE CORPORATION			
Leona a. N.	endus	11121117	
By LCINU A. HENDE'IX Mortgage Document Officer	(print name) (title)	Date	
[Space Below This Line for Acknowledgments]			
LENDER ACKNOWLEDGMENT			
	cument is		
COUNTY OF DAVIESS	OFFICIAL		
The foregoing instrument was acknowle		8017 by	
CLUIDIT		OFFICER of U.S. BANK	
NATIONAL ASSOCIATION'S BOW THE	RSTAR BANK NEAC OS/B/M1ST	AR BANK N.A. S/B/M GREAT	
FINANCIAL BANK FSB S/B/M LINCO	LN SERVICE CORPORATION	N, a national association, on behalf	
of said national association. Notary Public Printed Name: Thirty Arnua My commission expires: 1010 2020	EAA MANAGEMENT OF THE PARTY OF	JENNIFER ARNOLD NOTARY PUBLIC - KENTUCKY STATE-AT-LARGE My Comm. Expires 16-10-2020 PD # 566473	

EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by JAMES ROWAN to LAKE MORTGAGE COMPANY, INC for \$55,221.00 and interest, dated JULY 2, 1991 and recorded on JULY 5, 1991 in INSTRUMENT NO. 910033562.

This mortgage was assigned from LAKE MORTGAGE COMPANY, INC (assignor), to LINCOLN SERVICE CORPORATION (assignee), by assignment of mortgage dated JULY 2, 1991 and recorded on JULY 5, 1991 in INSTRUMENT NO. 910033563.



Exhibit A (Legal Description)

LOTS 21 AND 22 IN BLOCK 1 IN HYDE PARK, IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED FEBRUARY 28.
1928 IN PLAT BOOK 21 PAGE 35, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

