

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2017 083128

2017 DEC -8 AM 9:09

MICHAEL B. BROWN  
RECORDER

When recorded mail to: 11280115  
FAMS-DTO Rec  
3 First American Way  
Santa Ana, CA 92707  
PennyMa | 20795.1 | MOD REC  
RE: DILLAHUNTY | Standard

(Space above reserved for Recorder of Security Instruments certification)

Loan Number: 1004735066  
MIN: 1003502-9100499671-5

Title of Document: LOAN MODIFICATION AGREEMENT

Date of Document: NOVEMBER 1, 2017

Grantor(s): ERIC J DILLAHUNTY

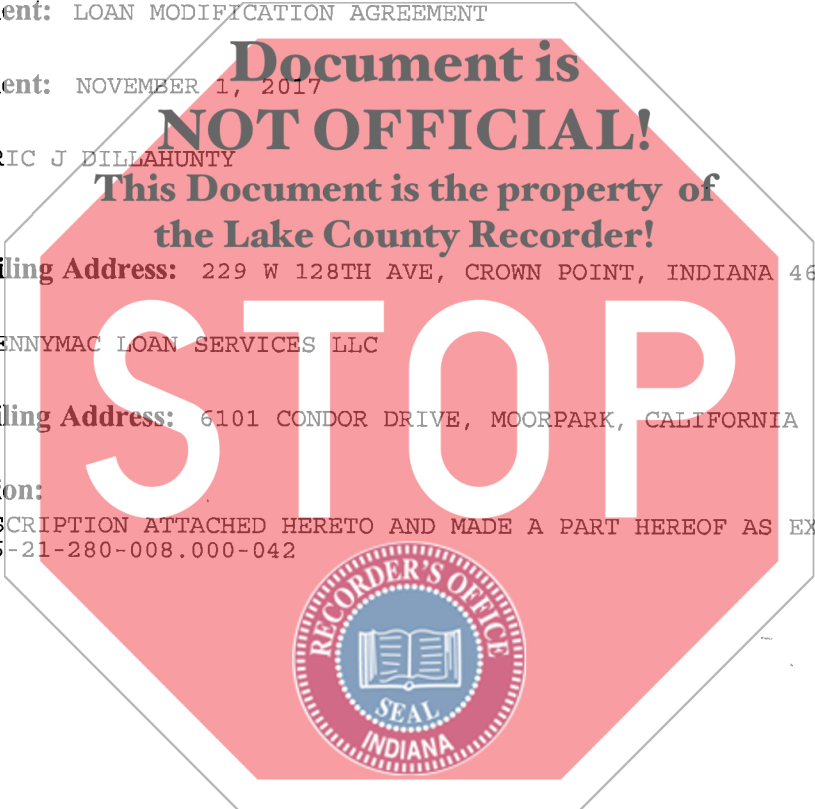
Grantor(s) Mailing Address: 229 W 128TH AVE, CROWN POINT, INDIANA 46307

Grantee(s): PENNYMAC LOAN SERVICES LLC

Grantee(s) Mailing Address: 6101 CONDOR DRIVE, MOORPARK, CALIFORNIA 93021

Legal Description:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".  
A.P.N.: 45-16-21-280-008.000-042



Prepared by: Wendy Powers (866)695-4122 Ext 2892.  
PennyMac Loan Services LLC (866)545-9070  
Address: 6101 Condor Drive  
Moorpark, CA 93021

Reference Book and Page(s): , Instrument Number: 2016 026460

(If there is not sufficient space on this page for the information required,  
state the page reference where it is contained within the document.)

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1731172  
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After Recording Return To:  
PENNYMAC LOAN SERVICES LLC  
6101 CONDOR DRIVE  
MOORPARK, CALIFORNIA 93021

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## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

Lender's Loan Number: 1004735056

MIN: 1003502-9100499671-5

MERS Phone: 888-679-6377

**NOT OFFICIAL!**

This Document is the property of  
the Lake County Recorder!

This Loan Modification Agreement ("Agreement"), made this 1st day of NOVEMBER, 2017,  
between ERIC J DILLAHUNTY

("Borrower")

PENNYMAC LOAN SERVICES LLC

("Lender"),

and Mortgage Electronic Registration Systems, Inc. ("Mortgagee"), amends and supplements (1) the Mortgage,  
Deed of Trust, or Security Deed (the "Security Instrument"), dated APRIL 28, 2016,  
and recorded as Instrument No. 2016 026460 on 05/02/2016,  
in book , page , of Official Records in the County Recorder's office of

LAKE/INDIANA  
[County and State, or other Jurisdiction]



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

229 W 128TH AVE, CROWN POINT, INDIANA 46307

[Property Address]

the real property described being set forth as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".  
A.P.N.: 45-16-21-280-008.000-042

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NOT OFFICIAL!**

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):

- STOP**  
**Document is the property of  
the Lake County Recorder!**
1. As of NOVEMBER 1, 2017, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 218,153.71, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
  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 4.000%, from NOVEMBER 1, 2017. Borrower promises to make monthly payments of principal and interest of U.S. \$1,041.50, beginning on the 1st day of DECEMBER, 2017, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.000% will remain in effect until principal and interest are paid in full. If on NOVEMBER 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; 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. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) 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.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required 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.
- (f) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and MERS has a mailing address of P.O. Box 2026, Flint, MI 48501-2026 and a street address of 1901 E. Voorhees Street, Suite C, Danville, IL 61834. The MERS telephone number is (888) 679-MERS.
- (g)  [Check box if the security property is an investment property or a 2-4 unit principal residence:]

Borrower hereby absolutely and unconditionally assigns and transfers to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon this assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in

Lender's sole discretion. As used in this paragraph, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold estate.

Borrower hereby absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default under this Agreement, pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9 of the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

[Check box if the borrower previously received a Chapter 7 bankruptcy discharge but did not reaffirm the mortgage debt under applicable law:]

Notwithstanding anything to the contrary contained in this Agreement, Borrower and Lender acknowledge the effect of a discharge in bankruptcy that has been granted to Borrower prior to the execution of this Agreement and that Lender may not pursue Borrower for personal liability. However, Borrower

acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. The parties agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default thereunder. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.

[Check box if the lender previously waived the borrower's obligation to maintain an escrow account for the payment of escrow items:]

By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.



PENNYMAC LOAN SERVICES LLC

*[Handwritten Signature]*  
\_\_\_\_\_  
(Seal)  
-Lender

Michael Drawdy  
Senior Vice President

By: \_\_\_\_\_

Mortgage Electronic Registration  
Systems, Inc.

*[Handwritten Signature]*  
\_\_\_\_\_  
(Seal)

Karen Denton  
Assistant Secretary

NOV 20 2017

Date of Lender's Signature

By: \_\_\_\_\_

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the Lake County Recorder!**

*[Handwritten Signature]*  
ERIC J DILLAHUNTY  
\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower



# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Ventura )

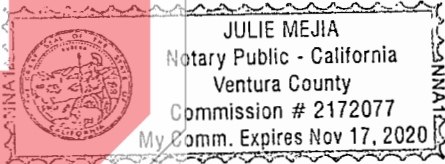
On 11/20/2017 before me, Julie Mejia, Notary Public  
(insert name and title of the officer)

personally appeared Michael Drawdy and Karen Denton  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_





[Space Below This Line For Acknowledgments]

**LENDER ACKNOWLEDGMENT**

State of INDIANA

SS:

County of LAKE

Be it remembered that on the \_\_\_\_\_ day of \_\_\_\_\_, before me,

(name and title of officer taking acknowledgment)

personally appeared \_\_\_\_\_,  
\_\_\_\_\_ of the PENNYMAC LOAN SERVICES LLC

\_\_\_\_\_ company,

known to me to be the person whose name is subscribed to the foregoing loan modification agreement, who being by me duly sworn, deposes and says that he/she resides in the city of MOORPARK,

county of \_\_\_\_\_, and State of \_\_\_\_\_;

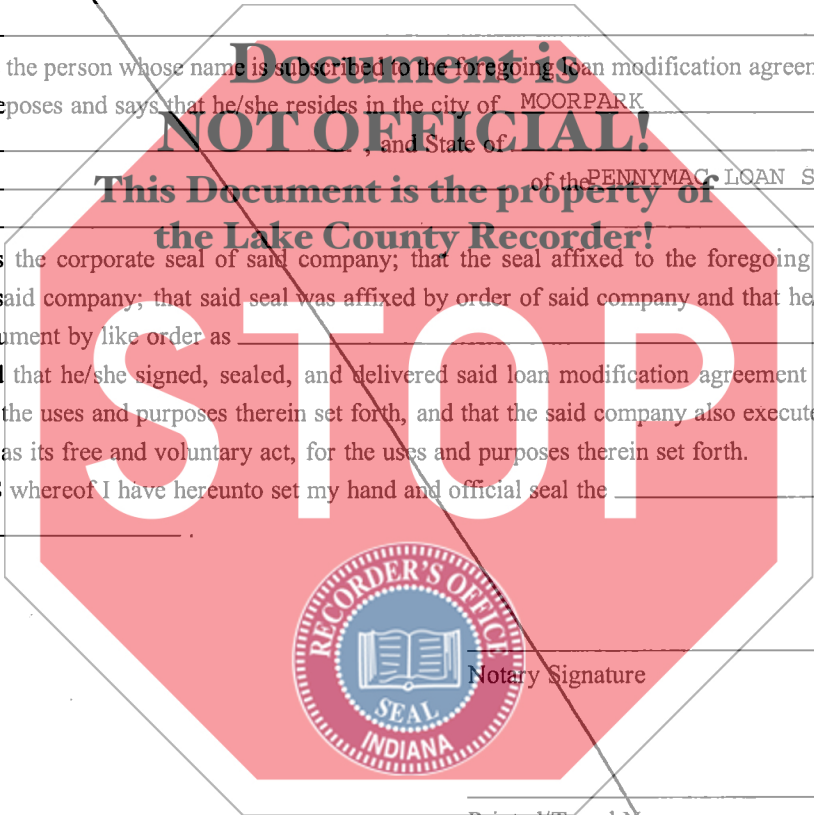
that he/she is \_\_\_\_\_ of the PENNYMAC LOAN SERVICES LLC

\_\_\_\_\_ company;

that he/she knows the corporate seal of said company; that the seal affixed to the foregoing conveyance is the corporate seal of said company; that said seal was affixed by order of said company and that he/she signed his/her name to said instrument by like order as \_\_\_\_\_ of said company;

and acknowledged that he/she signed, sealed, and delivered said loan modification agreement as his/her free and voluntary act, for the uses and purposes therein set forth, and that the said company also executed said conveyance by its said officer as its free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS whereof I have hereunto set my hand and official seal the \_\_\_\_\_ day of \_\_\_\_\_



Notary Signature

Printed/Typed Name

Notary Public

My commission expires: \_\_\_\_\_

County of residence: \_\_\_\_\_

(Seal)

**BORROWER ACKNOWLEDGMENT**

State of INDIANA

SS:

County of Lake

Before me, Sarah Seto-Lee

(name of Notary or other officer)

this 14th day of November 2017, ERIC J DILLAHUNTY

**Document is NOT OFFICIAL!**  
(name of signer)

acknowledged the execution of the annexed deed (or mortgage, as the case may be).

**This Document is the property of the Lake County Recorder!**



(SEAL)

Sarah Seto-Lee  
(Notary's signature)

Sarah Seto-Lee  
(Printed/typed name), Notary Public

My commission expires: August 10, 2023

County of residence: Lake

This instrument was prepared by:

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.

Wendy Powers  
Signature of Preparer

Wendy Powers  
Printed Name of Preparer



**Exhibit A (Legal Description)**

**LOT 52 IN FOREST VIEWS FARMS – PHASE ONE, AN ADDITION TO THE CITY OF CROWN POINT AS PER PLAT THEREOF  
RECORDED IN PLAT BOOK 91 PAGE 14 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.**

