STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2017 083131

2017 DEC -8 AM 9: 10

MICHAEL B. BROWN RECORDER

This Document Prepared By:

BRANDON HALL

U.S. BANK N.A.

4801 FREDERICA ST

OWENSBORO, KY 42301

(800) 365-7772

Document is **DFFICIAL**

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ServiceLink Loan Mod Solutionse Lake County Recorder!

3220 El Camino Real

Irvine, CA 92602 (800) 934-3124

Tax/Parcel #: 27-17-0100-0012

[Space Above This Line for Recording Data]

Original Principal Amount: \$95,243.00

Unpaid Principal Amount: \$92,126.96

New Principal Amount: \$98,848.10

Capitalization Amount: \$6,721.14

120304

FHA/VA/RHS Case No.: 703 156-2329958

Loan No: 9902245647

LOANMODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 4TH day of OCTOBER, 2017, between JACOB C CALHOUN AN UNMARRIED MAN ("Borrower"), whose address is 1305 W 37TH PL, HOBART, INDIANA 46342 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 JANUARY 8, 2015 and recorded on JANUARY 16, 2015 in INSTRUMENT NO. 2015002577, LAKE COUNTY, INDIANA, and (2) the Note, in the original principal amount of U.S. \$95,243.00, 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 1305 W 37TH PL, HOBART, INDIANA 46342

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

HUD Modification Agreement 09262017 45

9902245647 25, 10 b 68 63 51

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, NOVEMBER 1, 2017 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$98,848.10, 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. \$6,721.14.
- 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 4.1250%, from NOVEMBER 1, 2017. The Borrower promises to make monthly payments of principal and interest of U.S. \$479.07,, 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. If on NOVEMBER 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 _______. [Printed Name]



ili Widiess Wilefeot, I nave executed this Agreement.	11-20-17
Borrower: ACOB C CALHOUN	Date
Borrower:	Date
Borrower:	Date
Borrower: [Space Below This Line for Acknowledgments]	Date
Before me, the undersigned, a Notal Public, in and to the County of Law County of the Volage Public, in and to the County of the Volage Public, in and to the Volage Public Print Name: WITNESS my hand and official seal. JESSICA A PANOZ Lake County My Commission Expires on: Oligon Public Print Name: Lake County My Commission Expires on: Oligon Public	of the foregoing

In Witness Whereof, the Lender has executed this Agreement. U.S. BANK N.A. Mauir By LEONA A HENDRIX (print name) **Mortgage Document Officer** (title) [Space Below This Line for Acknowledgments] LENDER ACKNOWLEDGMENT STATE OF KENTUCKY **COUNTY OF DAVIESS** The foregoing instrument was racknowled LEONA A HENDRIX U.S. BANK N.A., a national ocument is the property of association, on behalf of said no the Lake County Recorder! Printed Name: \ My commission expires: 10/10/2020

EXHIBIT A

BORROWER(S): JACOB C CALHOUN AN UNMARRIED MAN

LOAN NUMBER: 9902245647

LEGAL DESCRIPTION:

The land referred to in this document is situated in the STATE OF INDIANA, COUNTY OF LAKE, CITY OF HOBART, and described as follows:

PROPERTY ADDRESS: 1305 WEST 37TH PLACE, HOBART, IN 46342

FILE NO.: 14-43094

THE WEST 10 FEET OF LOT NUMBERED 11 AND ALL OF LOT 12, AND THE EAST 1/2 OF LOT 13, BLOCK 2 AS SHOWN ON THE RECORDED PLAT OF CRESSMOOR SECOND SUBDIVISION, CITY OF HOBART RECORDED IN PLAT BOOK 21 PAGE 36, IN THE OFFICE OF THE RECORDER OF LAKE COURTE, INDIANALITY RECORDER!

ALSO KNOWN AS: 1305 W 37TH PL, HOBART, INDIANA 46342



EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by JACOB C CALHOUN AN UNMARRIED MAN to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., AS NOMINEE FOR BANK OF ENGLAND, A CORPORATION for \$95,243.00 and interest, dated JANUARY 8, 2015 and recorded on JANUARY 16, 2015 in INSTRUMENT NO. 2015002577.

This mortgage was assigned from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., AS NOMINEE FOR BANK OF ENGLAND, A CORPORATION (assignor), to U.S. BANK NATIONAL ASSOCIATION (assignee), by assignment of mortgage dated AUGUST 14, 2015 and recorded on AUGUST 31, 2015 in INSTRUMENT NO. 2015058821.

