

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2017 086388

2017 DEC 20 AM 9:57

MICHAEL B. BROWN  
RECORDER

When recorded mail to: 11322618

FAMS-DTO Rec

3 First American Way

Santa Ana, CA 92707

Roundpo | 20086.1

RE: BRUMMETT



PR DOCS

Standard

This Document Prepared By:

LAURA MOLESKI

RoundPoint Mortgage Servicing Corporation

5016 Parkway Plaza Blvd, Suite 200

Charlotte, NC 28217

877-426-8805

Parcel Number: 45-11-13-403-001.000-036

[Space Above This Line For Recording Data]

Original Recording Date: September 08, 2000

Original Loan Amount: \$159,150.00

Loan No: 1002660676

Investor Loan No: 0000000000



Document is  
**NOT OFFICIAL!**  
This Document is the property of  
the Lake County Recorder!  
LOAN MODIFICATION AGREEMENT  
(Providing For Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 30th day of November, 2017, between **FRANK BRUMMETT, MARRIED TO SUSAN BRUMMETT** ("Borrower") and **CARISBROOK ASSET HOLDING TRUST, BY: ROUNDPOINT MORTGAGE SERVICING CORPORATION AS ITS ATTORNEY-IN-FACT**, whose address is 5016 Parkway Plaza Blvd, Suite 200, Charlotte, NC 28217 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **August 25, 2000** and recorded in Book/Liber **N/A**, Page **N/A**, Instrument No: **2000-065269** and recorded on **September 08, 2000**, 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

**7319 FOREST RIDGE DRIVE, SCHEFFERVILLE, IN 46375,**

(Property Address)

the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof;

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. **\$289,586.27**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.



\* 1 0 0 2 6 6 0 6 7 6 \*  
LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
8300a 08/14



\* 1 7 6 3 8 + 2 9 \*  
Form 3179 1/01 (rev. 4/14)  
(page 1 of 6)

25-  
1732910  
E RM

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 **5.125%**, from **December 1, 2017**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,426.85**, beginning on the **1st** day of **January, 2018**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.125%** will remain in effect until principal and interest are paid in full. If on **May 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:

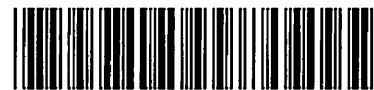
- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
- (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed 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



\* 1 0 0 2 6 6 0 6 7 6 \*  
LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
8300a 08/14



\* 1 7 6 3 8 + 2 9 \*  
Form 3179 1/01 (rev. 4/14)  
(page 2 of 6)

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) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging [ ].

6. **Additional Agreements.** I agree to the following:

That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.



\* 1 0 0 2 6 6 0 6 7 6 \*  
LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
8300a 08/14



\* 1 7 6 3 8 + 2 9 \*  
Form 3179 1/01 (rev. 4/14)  
(page 3 of 6)

In Witness Whereof, the Lender and I have executed this Agreement.

[Signature] (Seal)  
FRANK BRUMMETT -Borrower

[Signature] (Seal)  
SUSAN BRUMMETT is signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt.

\_\_\_\_\_ [Space Below This Line For Acknowledgments] \_\_\_\_\_

State of Indiana

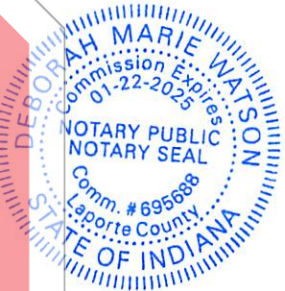
County of LaPorte

Before me, Deborah M. Watson, this 17 day of December, 20 17, FRANK BRUMMETT and SUSAN BRUMMETT, acknowledged the execution of the annexed mortgage.

Signature: [Signature]

County of Residence: LaPorte

My Commission Expires on: 1-22-2025



\* 1 0 0 2 6 6 0 6 7 6 \*  
LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
8300a 08/14



\* 1 7 6 3 8 + 2 9 \*  
Form 3179 1/01 (rev. 4/14)  
(page 4 of 6)

CARISBROOK ASSET HOLDING TRUST., BY: ROUNDPOINT MORTGAGE SERVICING CORPORATION AS ITS ATTORNEY-IN-FACT

By: Demese Dennis Simmons (Seal) - Lender

Name: Demese Dennis Simmons

Title: Portfolio Manager

December 12, 2017  
Date of Lender's Signature

[Space Below This Line For Acknowledgments] \_\_\_\_\_

State of NORTH CAROLINA  
County of MECKLENBURG

I, Gleyra L. Alleyne, a Notary Public in and for said state, (name/title of official) do hereby certify that

Demese Dennis Simmons, the Portfolio Manager of CARISBROOK ASSET HOLDING TRUST., BY: ROUNDPOINT MORTGAGE SERVICING CORPORATION AS ITS ATTORNEY-IN-FACT, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument.

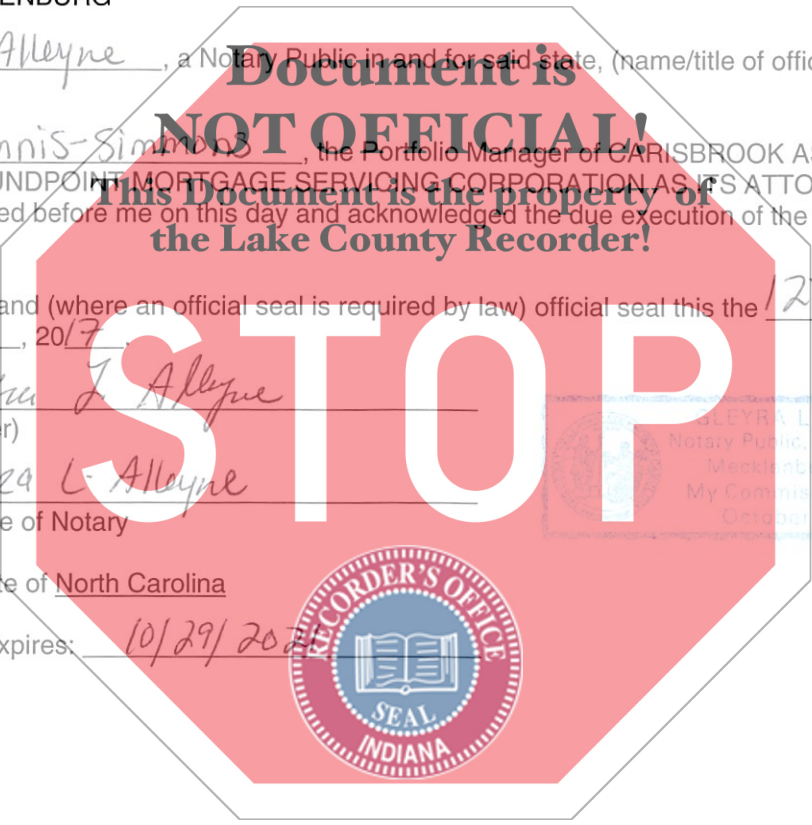
Witness my hand and (where an official seal is required by law) official seal this the 12<sup>th</sup> day of December, 2017.

Gleyra L. Alleyne  
(signature of officer)

Gleyra L. Alleyne  
Type or Print Name of Notary

Notary Public, State of North Carolina

My Commission Expires: 10/29/2021



\* 1 0 0 2 6 6 0 6 7 6 \*  
LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
8300a 08/14



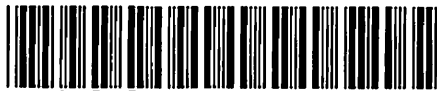
\* 1 7 6 3 8 + 2 9 \*  
Form 3179 1/01 (rev. 4/14)  
(page 5 of 6)

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.

Demese Dennis Simmers  
Signature

Demese Dennis-Simmers  
Printed Name

This Document Prepared By:  
**LAURA MOLESKI**  
RoundPoint Mortgage Servicing Corporation  
5016 Parkway Plaza Blvd, Suite 200  
Charlotte, NC 28217



\* 1 0 0 2 6 6 0 6 7 6 \*  
LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
8300a 08/14



\* 1 7 6 3 8 + 2 9 \*  
Form 3179 1/01 (rev. 4/14)  
(page 6 of 6)

Loan No.: 1002660676

### BALLOON ADDENDUM

THIS ADDENDUM is made this 30th day of November, 2017, and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date, given by the undersigned (the "Borrower") which modifies Borrower's Note and Security Instrument to **CARISBROOK ASSET HOLDING TRUST., BY: ROUNDPOINT MORTGAGE SERVICING CORPORATION AS ITS ATTORNEY-IN-FACT** (the "Lender") and covers the Property located at:

**7319 FOREST RIDGE DRIVE, SCHERERVILLE, IN 46375**  
[Property Address]

In addition to the agreements made in the Loan Modification Agreement, Borrower and Lender further agree as follows:

**"THIS LOAN MUST EITHER BE PAID IN FULL AT MATURITY OR CONVERTED TO A MARKET LEVEL FIXED RATE OVER THE EXTENDED REMAINING TERM. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE IF YOU DO NOT QUALIFY. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER."**

By signing below, Borrower accepts and agrees to the terms and covenants contained herein.

  
FRANK BRUMMETT -Borrower

(Seal)



(Seal)

SUSAN BRUMMETT is signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt.

**CARISBROOK ASSET HOLDING TRUST., BY: ROUNDPOINT MORTGAGE SERVICING CORPORATION AS ITS ATTORNEY-IN-FACT**

By:  (Seal) - Lender

Name: Demex Dennis-Simmons

Title: Portfolio Manager

December 12, 2017  
Date of Lender's Signature



**Exhibit "A"**

Loan Number: **1002660676**

Property Address: **7319 FOREST RIDGE DRIVE, SCHERERVILLE, IN 46375**

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF LAKE, STATE OF INDIANA: LOT 104 IN FOXWOOD ESTATES, UNIT 3, AN ADDITION TO THE TOWN OF SCHERERVILLE, AS SHOWN IN PLAT BOOK 70, PAGE 53, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

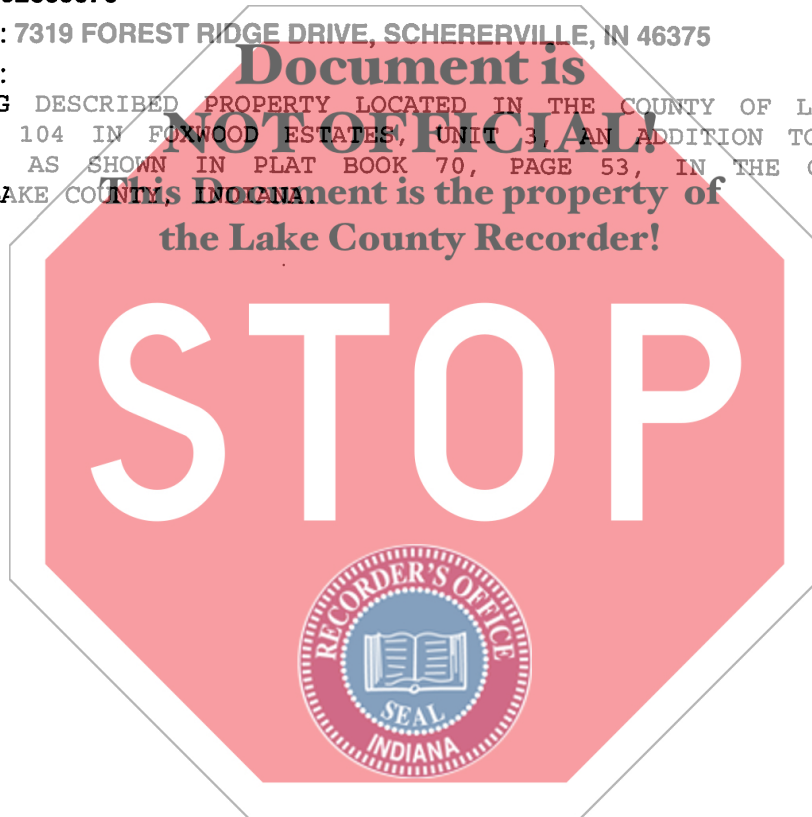


Exhibit A Legal Description Attachment 11/12



Page 1 of 1