

When recorded mail to: 12343789
FAMS-DTO Rec
3 First American Way
Santa Ana, CA 92707
Rushmor | 28583.2 | MOD REC
R4 BARBOSA | Standard

2019-072463

2019 October 23

10:00:34 AM

This Document Prepared By:
CHRISTIONE JAMES
Rushmore Loan Management Services LLC
15480 Laguna Canyon Road
Irvine, CA 92618

Parcel Number: 45-07-04-330-012.000-023

[Space Above This Line For Recording Data]
Original Recording Date: **May 30, 2017** Loan No: **4401246158**
Original Loan Amount: **\$62,840.00** Investor Loan No: **0219731417**
FHA Case No.: **156-3356450-703-203B**

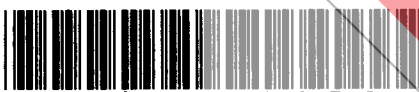
LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 7th day of October, 2019, between **NORMA L BARBOSA** whose address is **2617 162ND PLACE, HAMMOND, IN 46323** ("Borrower") and **Rushmore Loan Management Services LLC** which is organized and existing under the laws of **Delaware**, and whose address is **1755 Wittington Place Ste. 400, Farmers Branch, TX 75234** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **May 19, 2017** and recorded in Book/Liber N/A, Page N/A, Instrument No: **2017 033006** and recorded on **May 30, 2017**, 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 **2617 162ND PLACE, HAMMOND, IN 46323**,
(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 **November 1, 2019**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$66,376.05**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$2,840.76** and other amounts capitalized,



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which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.

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 **4.250%**, from **November 1, 2019**. Borrower promises to make monthly payments of principal and interest of U.S. **\$336.37**, beginning on the **1st day of December, 2019**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **November 1, 2049** (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. 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



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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.

Norma L Barbosa
NORMA L BARBOSA -Borrower

Date: 10-10-19

_____ [Space Below This Line For Acknowledgments] _____

State of Indiana

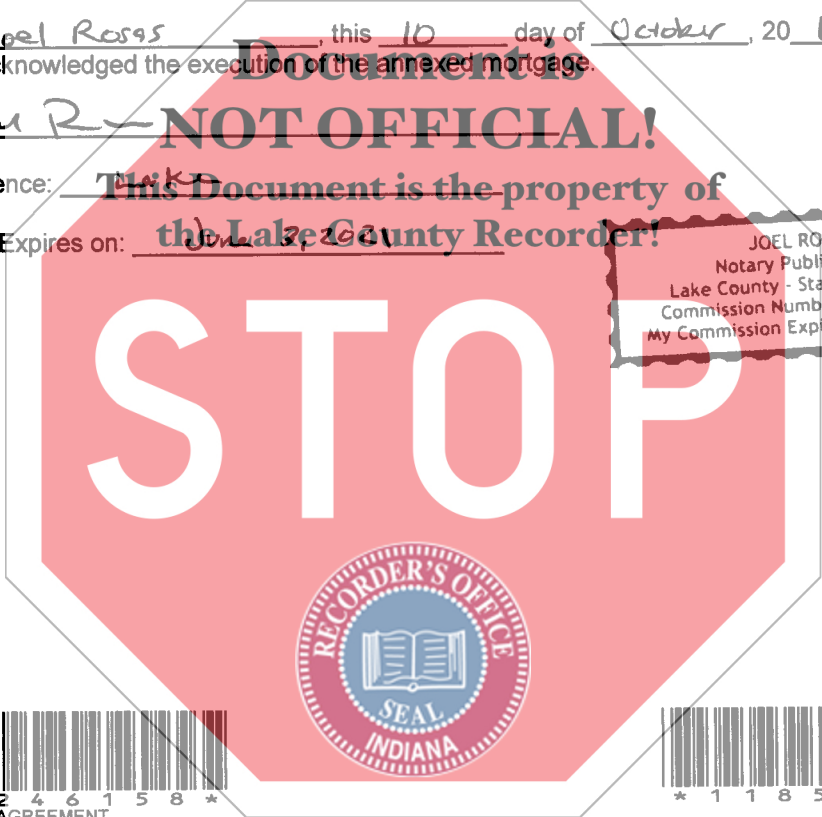
County of Lake

Before me, Joel Rosas, this 10 day of October, 20 19, NORMA L BARBOSA, acknowledged the execution of the annexed mortgage.

Signature: Joel Rosas

County of Residence: Lake

My Commission Expires on: June 3, 2021



JOEL ROSAS
Notary Public - Seal
Lake County - State of Indiana
Commission Number NP0644882
My Commission Expires Jun 3, 2021



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Rushmore Loan Management Services LLC

By: TL **Tim Lightfoot** (Seal) - Lender
Name: Tim Lightfoot
Title: Vice President

OCT 15 2019
Date of Lender's Signature
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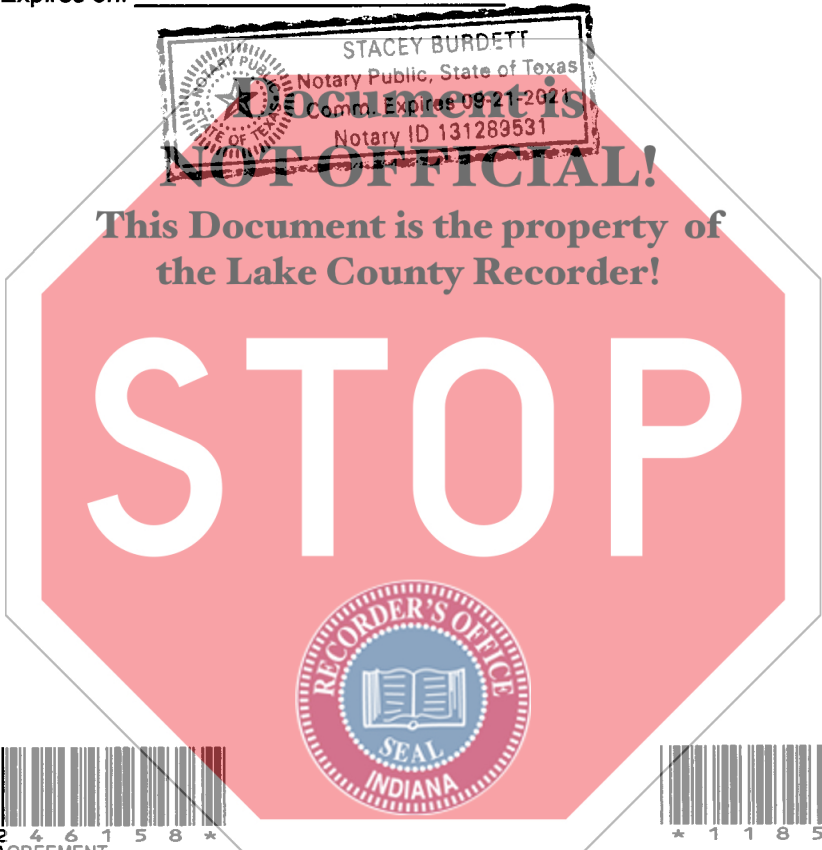
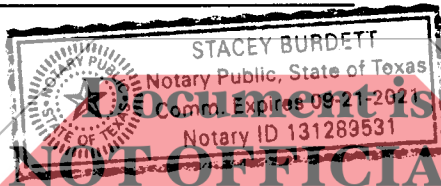
State of ~~Indiana~~ **Texas**
County of Dallas

Before me, **Stacey Burdett**, this OCT 15 2019 day of October, **Tim Lightfoot** the
Vice President ~~Tim Lightfoot~~ of Rushmore Loan Management Services LLC acknowledged the execution
of the annexed mortgage.

Signature: [Signature]

County of Residence: Dallas

My Commission Expires on: 9/21/2021



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Exhibit "A"

Loan Number: **4401246158**

Property Address: **2617 162ND PLACE, HAMMOND, IN 46323**

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF LAKE, STATE OF INDIANA: THE EAST 35 FEET OF LOT 21 IN BLOCK 2 IN FRANK HAMMONDS, ADDITION TO THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 17 PAGE 19, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



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304 12338 06/18 Exhibit A Legal Description Attachment



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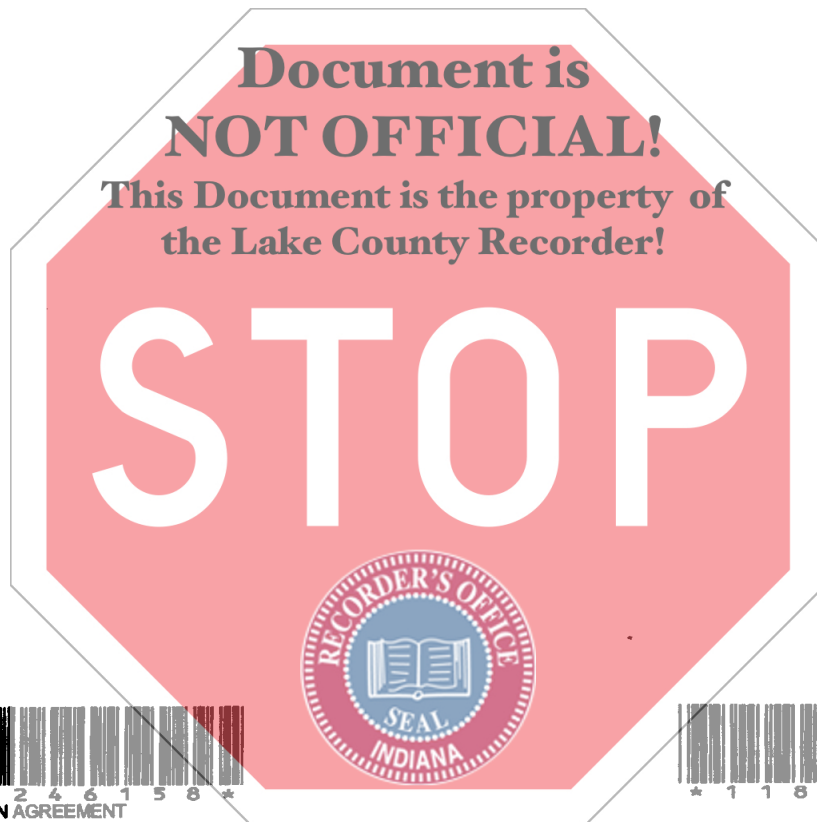
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Signature

CHRISTIONE JAMES

Printed Name

This Document Prepared By:
CHRISTIONE JAMES
Rushmore Loan Management Services LLC
15480 Laguna Canyon Road
Irvine, CA 92618



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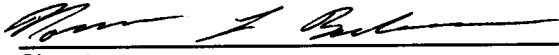
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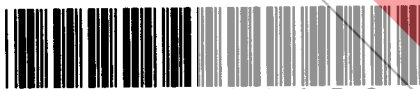
(page 5 of 5)

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.


Signature

Norma L. Bakos
Printed Name

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