

When recorded mail to: 12430083
FAMS-DTO Rec
3 First American Way
Santa Ana, CA 92707
Rushmor | 28583.2
R6.IN TORRES



LLC

MOD REC
Standard

2020-010990

2020 Feb 13

9:53 AM

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B BROWN
RECORDER

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

Parcel Number: 45-13-06-130-012.000-018

[Space Above This Line For Recording Data]

Original Recording Date: January 11, 2016
Original Loan Amount: \$141,045.00

Loan No: 4401194741
Investor Loan No: 0216352365
MIN Number: 100074500003839865
FHA Case No.: 156-2740957-703-203B

LOAN MODIFICATION AGREEMENT

NOT OFFICIAL!

This Loan Modification Agreement ("Agreement"), made this 14th day of January, 2020, between **DAVID M TORRES** whose address is **1107 S VIRGINIA ST, HOBART, IN 46342** ("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"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of 1901 E. Voorhees Street, Suite C, Danville, IL 61834 or P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **December 29, 2015** and recorded in Book/Liber **N/A, Page N/A, Instrument No: 2016 001392** and recorded on **January 11, 2016**, 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

1107 S VIRGINIA ST, HOBART, IN 46342,

(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):



* 4 4 0 1 1 9 4 7 4 1 *
HUD MODIFICATION AGREEMENT
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(page 1 of 6)

F

JTB

\$ 25100

VA# 1834383

1. As of **February 1, 2020**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$99,797.41**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$3,970.98** 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.
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 **3.875%**, from **February 1, 2020**. Borrower promises to make monthly payments of principal and interest of U.S. **\$469.28**, beginning on the **1st** day of **March, 2020**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **February 1, 2050** (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.



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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.
8. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Mortgagee of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address of P.O. Box 2026, Flint, MI 48501-2026, and a street address of 1901 Voorhees Street, Suite C, Danville, IL 61834. The MERS telephone number is (888) 679-MERS.

David M. Torres
DAVID M TORRES -Borrower

Date: 1-30-20

Document is NOT OFFICIAL!

[Space Below This Line For Acknowledgments]

This Document is the property of the Lake County Recorder!

State of Indiana

County of Lake

Before me, Jason Noel, this 30th day of January, 20 20, **DAVID M TORRES**, acknowledged the execution of the annexed mortgage.

Signature: [Signature]

County of Residence: Lake

My Commission Expires on: Apr. 21 2027

JASON NOEL
 Notary Public - Seal
 Lake County - State of Indiana
 Commission Number NP0719880
 My Commission Expires Apr 21, 2027



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Rushmore Loan Management Services LLC

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

FEB 06 2020

Date of Lender's Signature _____
[Space Below This Line For Acknowledgments] _____

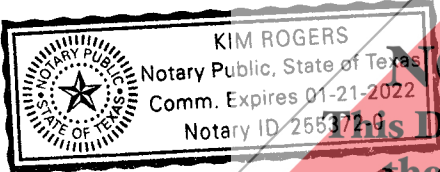
The State of TEXAS

County of DALLAS

Before me Kim Rogers (name/title of officer) on this day personally appeared
Tim Lightfoot, the Vice President of
Rushmore Loan Management Services, LLC,

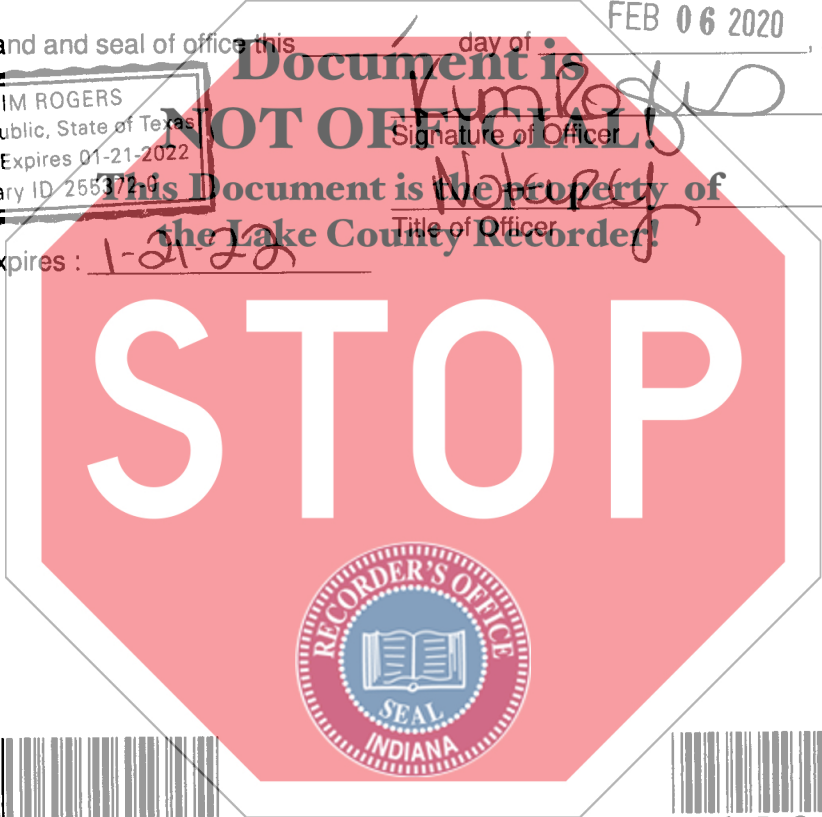
known to me (or proved to me on the oath of _____ or through Personally Known
(description of identity card or other document)) to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes and
consideration therein expressed.

Given under my hand and seal of office this 6 day of FEB 06 2020, A.D., /



Kim Rogers
Signature of Officer
Notary
Title of Officer

My Commission expires: 1-21-22



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HUD MODIFICATION AGREEMENT
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(page 4 of 6)

TL

Mortgage Electronic Registration Systems, Inc - Nominee for Lender
Tim Lightfoot

Title: Assistant Secretary

_____[Space Below This Line For Acknowledgments]_____

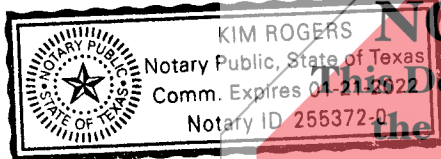
The State of TEXAS

County of DALLAS

Before me Kim Rogers (name/title of officer) on this day personally appeared
Tim Lightfoot, the Assistant Secretary of
Mortgage Electronic Registration Systems, Inc

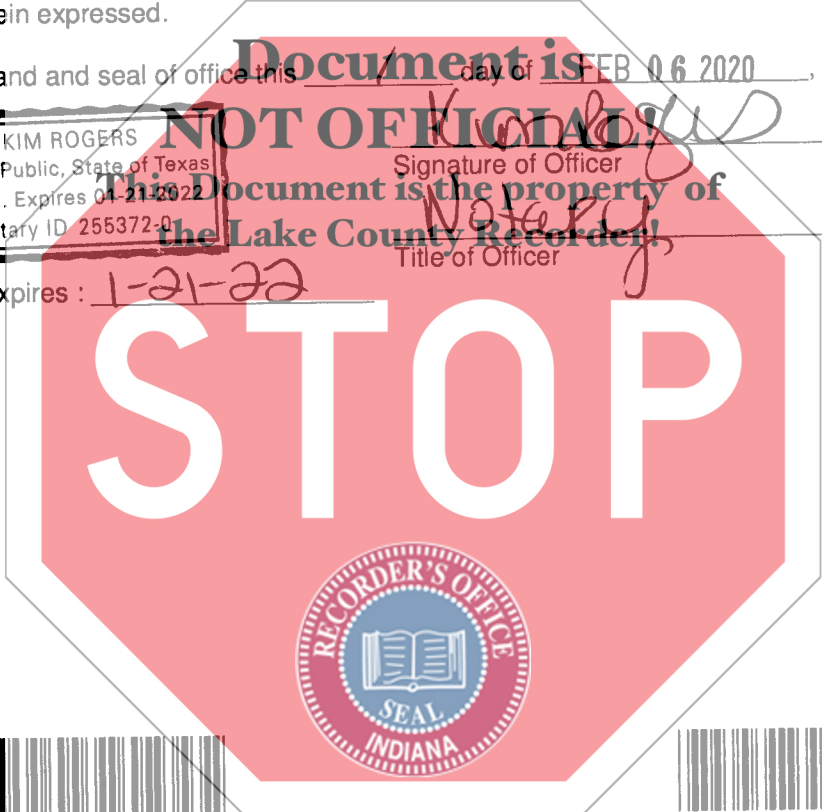
known to me (or proved to me on the oath of _____ or through Personally Known
(description of identity card or other document)) to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes and
consideration therein expressed.

Given under my hand and seal of office this 7 day of FEB 06 2020, A.D., ✓



Kim Rogers
Signature of Officer
Notary
Title of Officer

My Commission expires: 1-21-22



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HUD MODIFICATION AGREEMENT
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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

Tim Lightfoot

Printed Name

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



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Exhibit "A"

Loan Number: **4401194741**

Property Address: **1107 S VIRGINIA ST, HOBART, IN 46342**

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF LAKE, STATE OF INDIANA: LOT 57 IN LAKE GEORGE PLATEAU UNIT NO. 5, IN THE CITY OF HOBART, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 88, PAGE 53, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED NOVEMBER 16, 2000 AS DOCUMENT NO. 2000 083884.



* 4 4 0 1 1 9 4 7 4 1 *
304 12338 06/18 Exhibit A Legal Description Attachment



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