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2020-089010

2020 Dec 4

9:05 AM

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

This Document Prepared By:
NELSON W
WELLS FARGO BANK, N.A.
1 HOME CAMPUS
DES MOINES, IA 50328
(800) 416-1472

When recorded mail to: 12748078

FAMS-DTO Rec
3 First American Way

Santa Ana, CA 92707

WELLS F | 1079.12
B-IN MATTIOLI

PR DOCS
Standard

Tax/Parcel #: 45-12-28-180-008.000-030

[Space Above This Line for Recording Data]

Original Principal Amount: \$212,350.00

Investor Loan No.:

Unpaid Principal Amount: \$196,062.32

Loan No: (scan barcode)

New Principal Amount \$196,062.32

Total Cap Amount: \$0.00

Document is
NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!

LOAN MODIFICATION AGREEMENT (MORTGAGE)

Executed on this day: **OCTOBER 15, 2020**

Borrower ("I"): **VINCENT A MATTIOLI AND LAURA M. MATTIOLI**

Borrower Mailing Address: **8812 HARRISON ST, MERRILLVILLE, INDIANA 46410**

Lender or Servicer ("Lender"): **WELLS FARGO BANK, N.A.**

Lender or Servicer Address: **1 HOME CAMPUS, DES MOINES, IA 50328**

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") **SEPTEMBER 6, 2016** and the Note ("Note") date of **SEPTEMBER 6, 2016** and Recorded on **OCTOBER 5, 2016** in **INSTRUMENT NO. 2016 067294**, of the **OFFICIAL** Records of **LAKE COUNTY, INDIANA**

Property Address ("Property"): **8812 HARRISON ST, MERRILLVILLE, INDIANA 46410**

¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I" or "my") shall include the plural (such as "we" or "our") and vice versa where appropriate.

Wells Custom Disaster Extend Mod 07242020_511



✓ 25.00
18569104
AR
E

Legal Description:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

This Loan Modification Agreement ("Agreement") is made on **OCTOBER 15, 2020** by and between Borrower, as obligor(s), or as title holder(s) to the Property, as the context may require, and Lender. Borrower's obligations under the Note are secured by a properly recorded Mortgage, dated the same date as the Note encumbering the Property. Borrower agrees that, except as expressly modified in this Agreement, the Note and the Mortgage remain in full force and effect and are valid, binding obligations upon Borrower, and are properly secured by the Property.

This Agreement will amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are hereafter referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in the Loan Documents.

In consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows (notwithstanding anything to the contrary in the Loan Documents).

I understand that after I sign and return one copy of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement.

Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Loan Documents. Further, except as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged, and Borrower and Lender will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement:



1. The Modification.

- A. The current contractual due date has been changed from **JULY 1, 2020** to **NOVEMBER 1, 2020**. The first modified contractual due date is **NOVEMBER 1, 2020**.
- B. The maturity date will now be **FEBRUARY 1, 2047**.
- C. Interest at the rate of **2.8750%** will begin to accrue on the unpaid principal balance of **\$196,062.32** ("Interest Bearing Principal Balance") as of **OCTOBER 1, 2020**.
- D. The payment schedule for the modified loan is as follows:

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On
316	2.8750%	10/01/2020	\$385.38	\$358.56	\$1,243.94	11/01/2020



2. Additional Agreements.

I agree to the following:

- A. If applicable, the Note may contain provisions allowing for changes in the interest rate and the monthly payment. The Note limits the amount the Borrower's interest rate can change at any one time and the maximum rate the Borrowers must pay.
- B. If the Borrower's balance has been reduced as a result of this Agreement, it is understood that any credit life, accident and health, and involuntary unemployment insurance written in connection with the Loan has been cancelled, and that any refund of unearned premiums or charges made because of the cancellation of such credit insurance is reflected in the amount due under this Agreement. **Exception:** In the state of California, Life, A&H, and IUI insurance must be cancelled, with refunds applied to the account prior to entry of the settlement transaction, even though there is no reduction in balance as part of the settlement.
- C. If the Loan has "Monthly Add-On Premium" Credit Life or Credit Accident & Health Insurance coverage, it is understood and agreed that the Borrowers acceptance of this Agreement will result in the cancellation of the above-mentioned insurances.
- D. If the Borrower's homeowners insurance should lapse, Wells Fargo Home Mortgage reserves the right to place Lender Placed Insurance (LPI) on the account. If LPI is placed on the account, the monthly payment could increase. All other terms of the Agreement will not be affected by the LPI and will remain in effect in accordance with this Agreement.
- E. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Notice of Special Flood Hazard disclosure.
- F. **CORRECTION AGREEMENT:** The undersigned Borrower(s), for and in consideration of the approval, closing and funding of this Agreement, hereby grants Wells Fargo Home Mortgage, as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 180 days from the closing date of the undersigned's Modification, or the date any and all documents that the lender requires to be recorded have been successfully recorded at the appropriate office, whichever is later. Borrower agrees to make and execute such other documents or papers as necessary or required to effectuate the terms and conditions of this Agreement, which, if approved and accepted by Lender, shall bind and inure to their heirs, executors, administrators, and assigns of the Borrower.
- G. All the rights and remedies, stipulations, and conditions contained in the Loan Documents relating to default in the making of payments under the Loan Documents shall also apply to default in the making of the payments under this Agreement.

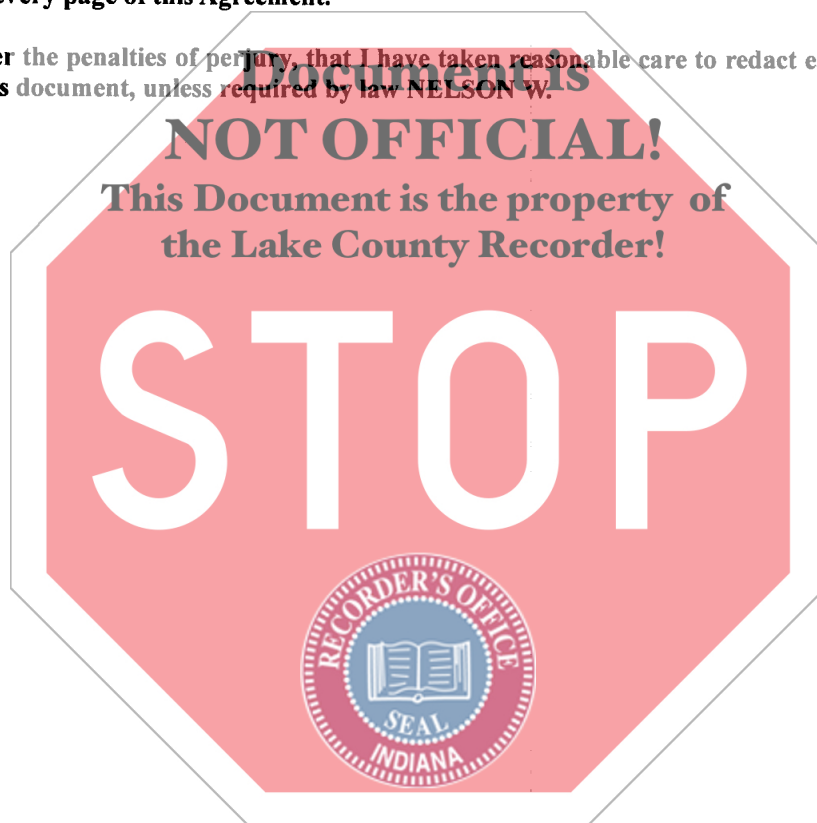


- H. I agree that this Agreement will be null and void if the Lender is unable to receive all necessary title endorsement(s), title insurance product(s) and/or subordination Agreement(s).
- I. Borrower must deliver to **Wells Fargo Home Mortgage** a properly signed modification Agreement without alteration by **OCTOBER 30, 2020**. If Borrower does not return a properly signed modification Agreement by this date **Wells Fargo Home Mortgage** may deny or cancel this Agreement. If the Borrower returns a properly signed Agreement by said date, payments pursuant to the loan modification Agreement are due as outlined in this modification Agreement. **Wells Fargo Home Mortgage** may deny or cancel this loan modification Agreement if Borrower fails to make the first payment due pursuant to this loan modification Agreement.

All Borrowers are required to sign and date this Agreement in blue or black ink only as the Borrowers' name appears below. If signed using any other color or method, the document will not be accepted and another copy of the Agreement will be sent to the Borrower to be signed.

By signing below, all Borrowers certify they have read this Agreement in its entirety, that all Borrowers know and understand the meaning and intent of this Agreement and that all Borrowers enter into this Agreement knowingly and voluntarily. By signing below, all Borrowers agree to all terms and conditions described on every page of this Agreement.

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



In Witness Whereof, I have executed this Agreement.

Vincent A. Mattioli
Borrower: VINCENT A MATTIOLI

10/21/2020
Date

Laura M. Mattioli
LAURA M. MATTIOLI *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

10/21/2020
Date

[Space Below This Line for Acknowledgments]

Linda Romo
Witness' Signature

Witness: Linda Romo
Witness' Printed Name

BORROWER ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared **VINCENT A MATTIOLI, LAURA M. MATTIOLI** [Grantor's Name] who acknowledged the execution of the foregoing instrument.

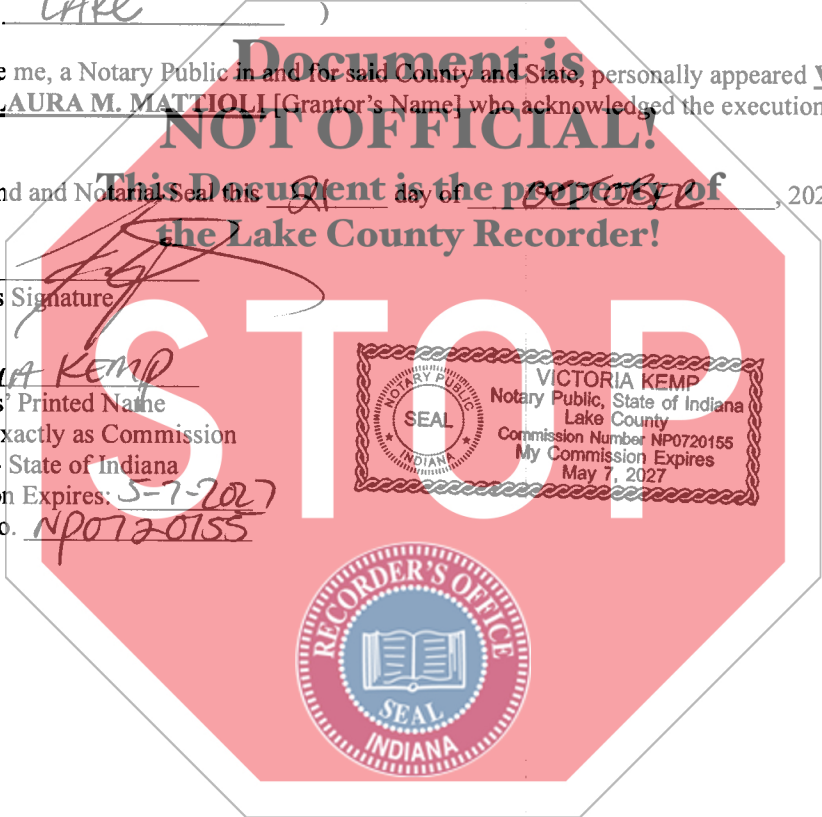
Witness my hand and Notarial Seal this 21 day of October, 2020.

[Signature]
Notary Public's Signature

VICTORIA KEMP
Notary Public's Printed Name
Notary Name exactly as Commission
Notary Public - State of Indiana
My Commission Expires: 5-7-2027
Commission No. NP0720155



Seal



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

By: (print name) Naeem S M Ayub
(title) Vice President Loan Documentation

Naeem S M Ayub
(sign)

11/24/2020
Date

Witness' Signature Barbara Jean Layton

NOV 24 2020

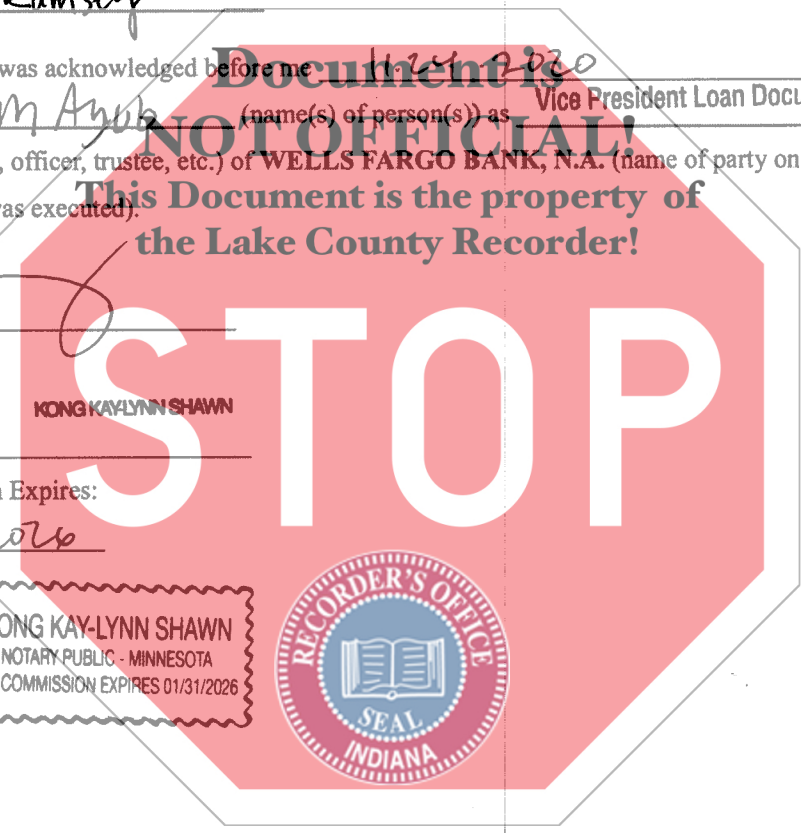
Witness: Barbara Jean Layton
Witness' Printed Name

[Space Below This Line for Acknowledgments]

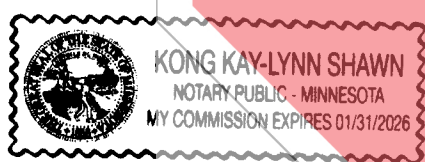
LENDER ACKNOWLEDGMENT

STATE OF Minnesota
COUNTY OF Ramsey

This instrument was acknowledged before me 11.24.2020 (date) by Naeem S M Ayub (name(s) of person(s)) as Vice President Loan Documentation (type of authority, e.g., officer, trustee, etc.) of WELLS FARGO BANK, N.A. (name of party on behalf of whom the instrument was executed).



Notary Public Kong Kay-Lynn Shawn
Printed Name:
My Commission Expires: 01.31.2026



In Witness Whereof, the Lender have executed this Agreement.

WELLS FARGO BANK, N.A.

By: (print name) Naeem S M Ayub
(title) Vice President Loan Documentation

N. S. M. Ayub
(sign)

11/20/2020
Date

[Signature]
Witness' Signature

Witness: Nick Keller 11/20/2020
Witness' Printed Name

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

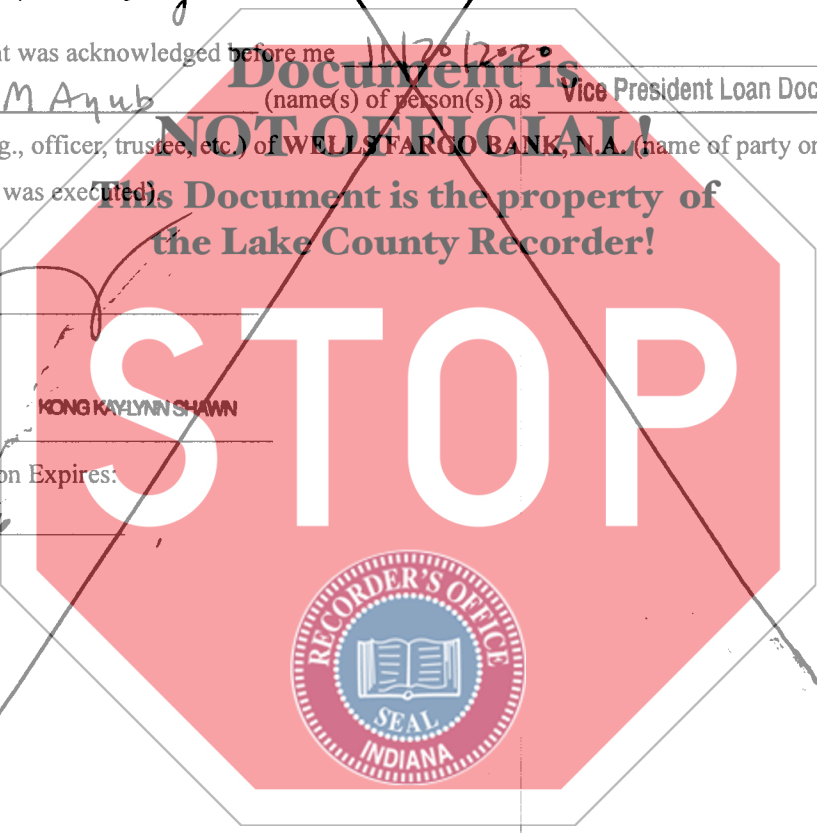
STATE OF Minnesota
COUNTY OF Ramsey

This instrument was acknowledged before me 11/20/2020 (date) by Naeem S M Ayub (name(s) of person(s)) as Vice President Loan Documentation (type of authority, e.g., officer, trustee, etc.) of WELLS FARGO BANK, N.A. (name of party on behalf of whom the instrument was executed)

Notary Public

Printed Name: KONG KAYLYNN SHAWN

My Commission Expires: 01/31/2021



PROOF NOTARIAL CERTIFICATE:

STATE OF Minnesota)
) SS:
COUNTY OF Ramsey)

Before me, a Notary Public in and for said County and State, personally appeared Nick Keller [Witness' Name], being known or proved to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Naeem S M Ayub in the foregoing subscribing witness' presence.

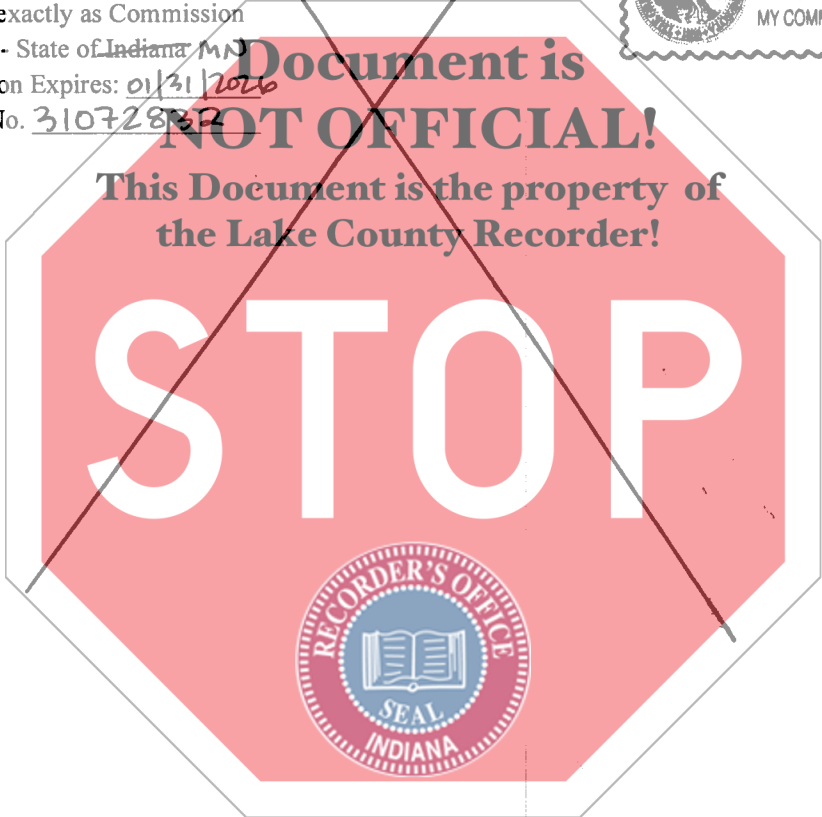
Witness my hand and Notarial Seal this 20th day of November, 2020.

[Signature]
Notary Public's Signature

Seal

KONG KAY-LYNN SHAWN

Notary Public's' Printed Name
Notary Name exactly as Commission
Notary Public - State of Indiana MM
My Commission Expires: 01/31/2026
Commission No. 31072882



PROOF NOTARIAL CERTIFICATE:

STATE OF Minnesota)
) SS:
COUNTY OF Ramsey)

Before me, a Notary Public in and for said County and State, personally appeared Barbara Jean Layton [Witness' Name], being known or proved to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Nazem SM Ayub in the foregoing subscribing witness' presence.

Witness my hand and Notarial Seal this 24th day of November, 2020.

[Signature]
Notary Public's Signature
KONG KAYLYNN SHAWN



Seal

Notary Public's' Printed Name
Notary Name exactly as Commission
Notary Public - State of ~~Indiana~~ MN
My Commission Expires: 01-31-2026
Commission No. 31072632

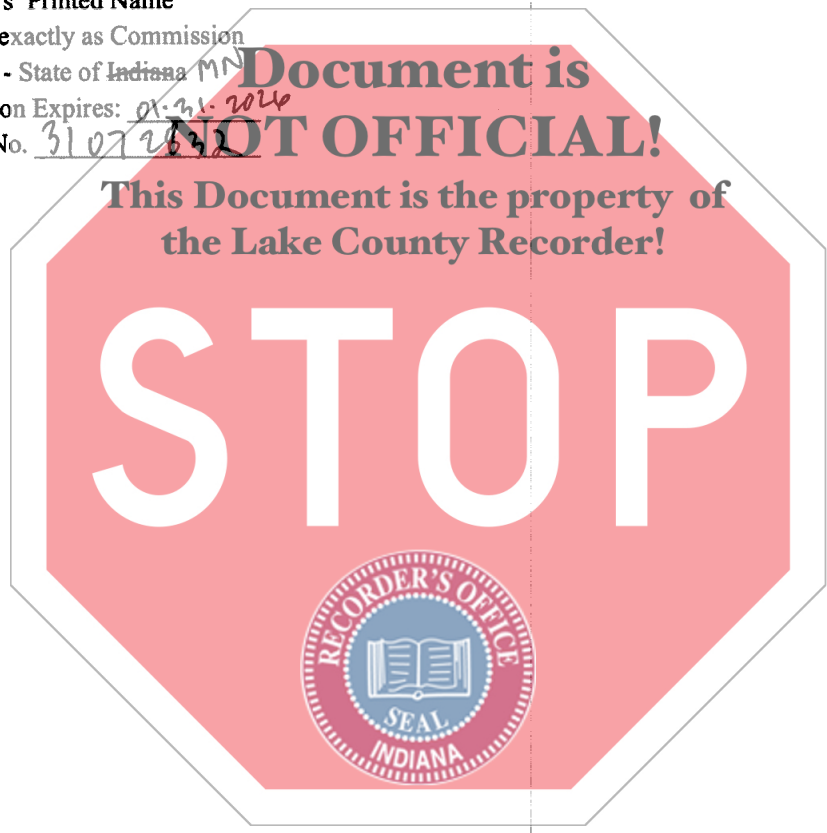


EXHIBIT A

BORROWER(S): VINCENT A MATTIOLI AND LAURA M. MATTIOLI

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

**THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF INDIANA,
COUNTY OF LAKE, AND DESCRIBED AS FOLLOWS:**

**LOT 27 IN BLOCK ONE IN WESTWOOD ESTATES, AND ADDITION TO THE TOWN OF
MERRILLVILLE AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 73, PAGE 32, IN THE
OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.**

ALSO KNOWN AS: 8812 HARRISON ST, MERRILLVILLE, INDIANA 46410



NOTARY IDENTIFICATION STATEMENT

(Please Print)

PROPERTY ADDRESS: 8812 Harrison St Merrillville IN 46410

NAME OF PERSON SIGNING: Vincent Ronald Anthony Mattioli

Type of Identification Presented: Drivers License
(Driver's License, Passport, Other)

State or Entity Issuing ID IN / USA

Identification Number 2360 36 7138

Birth Date 6/14/47

Expiration Date (Must be Valid): 6/14/26

I ACKNOWLEDGE THAT THE IDENTIFICATION AS STATED ABOVE WAS PROVIDED TO ME AT THE TIME THE BORROWER AND/OR CO-BORROWER EXECUTED DOCUMENTS FOR A REAL ESTATE TRANSACTION CONCERNING THE ABOVE REFERENCED PROPERTY. I HAVE NOT PROVIDED BORROWER AND/OR CO-BORROWER WITH ADVICE, COUNSEL OR AN OPINION CONCERNING THE CONTENT OF THE DOCUMENTS EXECUTED.

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[Signature]
NOTARY SIGNATURE

10/21/2020
DATE



IMPROPERLY NOTARIZING A DOCUMENT IS A VIOLATION OF STATE LAW, ANY OCCURRENCE WILL BE REPORTED TO THE APPROPRIATE AUTHORITIES



Notary Errors & Omissions Insurance Information (Or attach current Copy of Policy Declarations Page)

Insurance Company Name: Merchants Bonding Co.

Policy Number: IN 5252743

Expiration Date: June 19 2021

