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After Recording Mail to:
Banco Popular North America

9600 W. Bryn Mawr
Rosemont, IL 60018

2014 001523

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 JAN 13 AM 9:53

MICHAEL B. BROWN
RECORDER

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RENEWAL, EXTENSION AND MODIFICATION AGREEMENT

THE STATE OF **Indiana**

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COUNTY OF **Lake**

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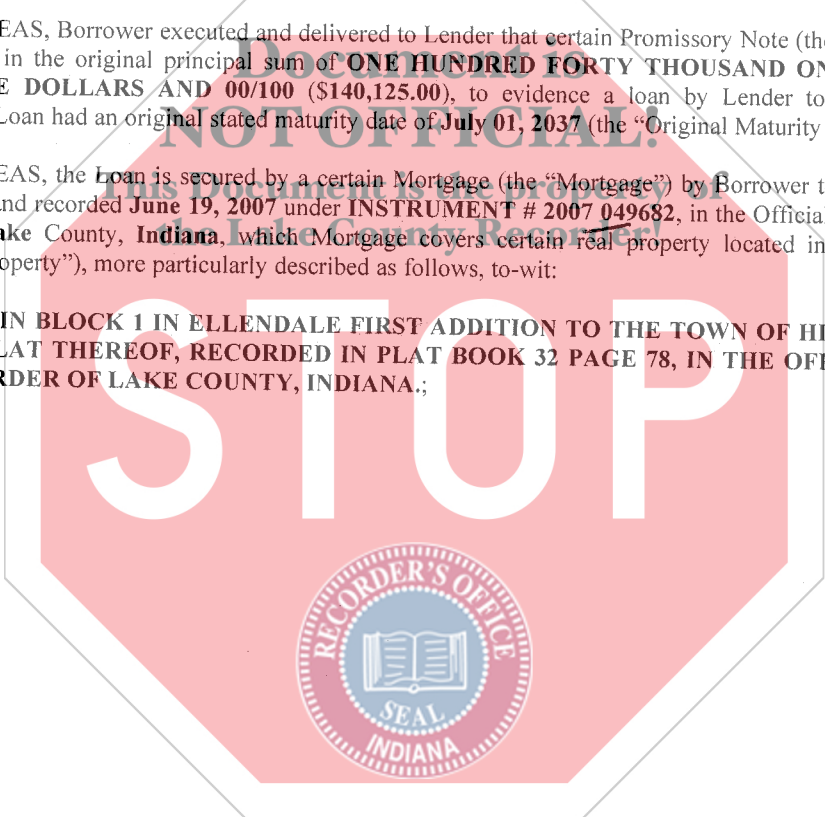
THIS Renewal, Extension and Modification Agreement is made by and between **Banco Popular North America**, a banking corporation organized and existing under the laws of **New York**, whose address is **9600 W. Bryn Mawr, Rosemont, IL 60018** ("Lender"), and **Cesar Francisco Sanchez, a married person** whose address is **3246 George Street, Highland, IN 46322** ("Borrower").

WITNESSETH:

WHEREAS, Borrower executed and delivered to Lender that certain Promissory Note (the "Note"), dated **June 12, 2007**, in the original principal sum of **ONE HUNDRED FORTY THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS AND 00/100 (\$140,125.00)**, to evidence a loan by Lender to Borrower (the "Loan"), which Loan had an original stated maturity date of **July 01, 2037** (the "Original Maturity Date"); and

WHEREAS, the Loan is secured by a certain Mortgage (the "Mortgage") by Borrower to Lender, dated **June 12, 2007**, and recorded **June 19, 2007** under INSTRUMENT # **2007 049682**, in the Official Records of the Recorder of **Lake County, Indiana**, which Mortgage covers certain real property located in **Lake County, Indiana** (the "Property"), more particularly described as follows, to-wit:

LOT 7 IN BLOCK 1 IN ELLENDALE FIRST ADDITION TO THE TOWN OF HIGHLAND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 32 PAGE 78, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.;



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Loan Number: 608028392

Renewal, Extension and Modification Agreement - Indiana

and

WHEREAS, the Note, Mortgage and all other documents or instruments now, heretofore or hereafter evidencing, securing or pertaining to the Loan are referred to collectively as the "Loan Documents"; and

WHEREAS, the provisions of the Loan Documents contemplate and provide that said documents shall apply to and secure all modifications, renewals, rearrangements, enlargements or extensions of the Loan; and

WHEREAS, Borrower, being legally obligated and primarily liable for the payment of the Loan, now desires to renew the balance due this date, to modify the terms and to extend and carry forward the liens securing payment of the Note, which are upon and cover the above-described property, said property being hereafter referred to for convenience as the "Mortgaged Property"; and

WHEREAS, Lender, the legal owner and holder of the above-described Note and all liens securing same, in consideration of the promises and at the request of Borrower, has agreed, as evidenced by its signature below, to modify the terms of the Note as hereafter provided.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Lender and borrower do hereby agree as follows:

1. The new maturity date of the Loan and Note shall be **July 01, 2053** unless earlier accelerated pursuant to any of the terms of the Loan Documents, and Borrower hereby renews and extends, and does not extinguish, the Note and all liens created by virtue of the Mortgage and other Loan Documents, and hereby acknowledges the same as a valid and subsisting debt and liens on the mortgaged property.
2. Borrower hereby agrees and promises to pay to the order of Lender the outstanding balance of the note, as of and including the effective date hereof, being **ONE HUNDRED FORTY-THREE THOUSAND SIXTEEN DOLLARS AND 27/100 (\$143,016.27)** ("Outstanding Balance"), with interest to accrue on such principal balance from time to time remaining unpaid, calculated as provided in Paragraph 4 hereof, with all unpaid principal and accrued but unpaid interest to be due and payable as follows:

C.S.
Borrower's Initials



Loan Number: 6080828392

Renewal, Extension and Modification Agreement – Indiana

Principal and interest shall be due and payable in **SIXTY (60)** monthly installments of **EIGHT HUNDRED THIRTY-SEVEN DOLLARS AND 30/100 (\$837.30)** each payable on or before the **1st** day of each and every consecutive calendar month beginning **August, 2013**, and continuing regularly thereafter on the same day of each calendar month thereafter until **July 01, 2018**; thereafter, principal and interest shall be due and payable in **TWELVE (12)** monthly installments of **NINE HUNDRED THIRTY-FOUR DOLLARS AND 43/100 (\$934.43)** each payable on or before the **1st** day of each and every consecutive calendar month beginning **August, 2018**, and continuing regularly thereafter on the same day of each calendar month thereafter until **July 01, 2019**; thereafter, principal and interest shall be due and payable in **TWELVE (12)** monthly installments of **ONE THOUSAND THIRTY-THREE DOLLARS AND 71/100 (\$1,033.71)** each payable on or before the **1st** day of each and every consecutive calendar month beginning **August, 2019**, and continuing regularly thereafter on the same day of each calendar month thereafter until **July 01, 2020**; thereafter, principal and interest shall be due and payable in **TWELVE (12)** monthly installments of **ONE THOUSAND ONE HUNDRED THIRTY-FOUR DOLLARS AND 70/100 (\$1,134.70)** each payable on or before the **1st** day of each and every consecutive calendar month beginning **August, 2020**, and continuing regularly thereafter on the same day of each calendar month thereafter until **July 01, 2021**; thereafter, principal and interest shall be due and payable in **THREE HUNDRED EIGHTY-FOUR (384)** monthly installments of **ONE THOUSAND ONE HUNDRED FORTY-SEVEN DOLLARS AND 36/100 (\$1,147.36)** each payable on or before the **1st** day of each and every consecutive calendar month beginning **August, 2021**, and continuing regularly thereafter on the same day of each calendar month thereafter until **July 01, 2053**; when the whole of said sum with interest has been paid; interest being calculated on the unpaid principal to the date of each installment paid and the payment made credited first to the discharge of the interest accrued and the balance to the reduction of the principal. In all events all unpaid principal, plus accrued interest, if not sooner paid, shall become due and payable on **July 01, 2053**.

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C.S.

Borrower's Initials

3. The Mortgage gives Lender the right to collect and hold funds in escrow for payment of annual taxes and annual hazard and/or flood insurance premiums on the real property securing the Note. Lender has notified Borrower that it will collect sums to be held in escrow in accordance with the Mortgage for the payment of the **2013** and subsequent years real estate taxes and all lender required insurance on the mortgaged property. Borrower understands that the monthly escrow amount is in addition to the monthly principal and interest payment, and therefore, each monthly payment due will include monthly principal and interest, escrow for annual taxes and annual hazard and/or flood insurance premiums on the Property securing the Note. The amount required to be escrowed monthly is an estimate of the annual sum necessary to pay the taxes of the Mortgaged Property and is subject to change at any time by Lender upon written notice to Borrower.

C.S.

Borrower's Initials



4. The principal balance of the Note from time to time remaining unpaid shall bear interest at the rate of **6.50%** per annum until **July 01, 2018** when the principal balance of the Note from time to time remaining unpaid shall thereafter bear interest at the rate of **7.50%** per annum until **July 01, 2019** when the principal balance of the Note from time to time remaining unpaid shall thereafter bear interest at the rate of **8.50%** per annum until **July 01, 2020** when the principal balance of the Note from time to time remaining unpaid shall thereafter bear interest at the rate of **9.50%** per annum until **July 01, 2021** when the principal balance of the Note from time to time remaining unpaid shall thereafter bear interest at the rate of **9.625%** per annum until the full amount of principal has been paid. The interest rate required by this section in effect at the time of any default shall be the rate of interest charged before and after any default under the terms of the Loan Documents.

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Borrower's Initials

5. A late charge will be due and payable by Borrower to Lender for any monthly payment which is not paid within a specific number of days after the date it is due, as specified in the Note. The amount of the late charge will be equal to the percentage of the amount of the overdue payment of principal and interest as specified in the Note. Borrower will pay this late charge promptly but only once on each late payment. Any unpaid late charges will be part of the balance of the loan and payment secured by the Loan Documents.
6. The indebtedness secured by the Mortgage shall include the Note, as modified hereby, and Borrower hereby confirms that all liens and security interest granted as security for the Note shall continue to secure all amounts at any time evidenced thereby.
7. Borrower further agrees that the Note, as modified and renewed hereby, is also secured by a security interest created and granted herein by borrower to Lender upon the following described collateral, to-wit:
- All instruments, documents of title, policies and certificates of insurance, securities, chattel paper, deposits, cash or other property owned by Borrower or in which it has an interest which are now, or may hereafter be, on deposit with, or in possession of, Lender. In enforcing this security interest, lender shall have the rights and remedies of a Secured party as that term is defined in the Uniform Commercial Code.
8. All references to the Note and Mortgage in the Loan Documents are hereby amended to refer to the Note and Mortgage as modified hereby.
9. All references to the documents evidencing or securing the Note and Loan Documents shall be deemed to include this Renewal, Extension and Modification Agreement and any default hereunder shall be deemed a default under the Note, Mortgage and Loan Documents.
10. Except as expressly modified hereby, the Note, the Mortgage and all other Loan Documents shall continue in full force and effect as originally written.
11. In the event requested by lender, Borrower agrees to cause the title company which insured the liens of the Mortgage to issue to Lender an endorsement to its existing title insurance policy, certifying that the Note, as modified hereby, is fully secured by the Mortgage, subject only to those matters set forth as exceptions in the title policy previously issued to Lender or to such other exceptions which lender in its sole discretion may accept, and in the event Borrower shall fail to have said endorsement issued to Lender, at Borrower's expense, within twenty (20) days from the date of the request, said failure shall constitute an event of default under the Loan Documents.

Loan Number: **6080828392**

Renewal, Extension and Modification Agreement – Indiana

12. Borrower specifically represents and warrants to Lender that all representations and warranties contained in the Loan Documents are true and correct as of the date hereof and that Borrower is the sole owner of the Mortgaged Property. The breach of any representation or warranty shall be an event of default under the Loan Documents.
13. Borrower specifically represents, acknowledges and agrees that there is no offset or defense to all or any part of the above-described indebtedness which is renewed and extended hereby; that the Outstanding Balance is due, owing and unpaid to Lender, and that in consideration for the renewal of the indebtedness Borrower hereby releases Lender, and its officers, directors and employees, for all claims of usury or breach of any duty of good faith or fair dealing, whether express or implied or the failure to comply with any legal or equitable duties, that arose, in whole or in part, prior to this date.
14. No provision of this instrument or any other instrument executed in connection herewith shall require the payment or permit the collection of interest in excess of the maximum permitted by the law for the time the indebtedness shall be outstanding and unpaid and, if by reason of acceleration of maturity of such indebtedness, or for any other reason, interest in excess of the maximum rate permitted by law shall be contracted for, charged or received, or shall be adjudicated by a Court of competent jurisdiction to be so provided in the Note or any other instrument executed in connection herewith, the provisions of this paragraph shall govern and neither the Borrower nor Borrower's heirs, successors or assigns, shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum rate permitted by law, and any such excess so paid shall operate to reduce the principal by the amount of such excess, or if in excess of the principal, such excess shall be waived and refunded to the Borrower or the Borrower's heirs, successors or assigns and such instruments shall be immediately reformed and the amounts collectible reduced, without the formality of the execution of new documents, so as to comply with applicable law. All amounts paid on the Note as modified which are deemed interest shall for purposes of the calculation provided for herein be deemed and considered to be amortized, prorated, allocated and spread in equal parts to conform strictly to the usury laws now in force and any contract for interest shall be held subject to reduction to the amount allowed under the usury laws as now or hereafter construed by courts having jurisdiction.
15. This Renewal, Extension and modification Agreement shall be binding upon and inure to the benefit of Lender and Borrower and their respective heirs, legal representatives, successors and assign.



EXECUTED effective as of July 01, 2013.

LENDER:
Banco Popular North America

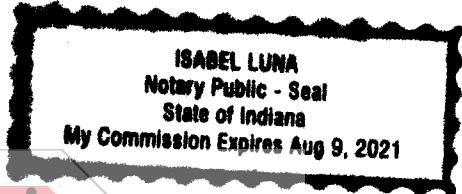
BORROWER:

By: Sharon Dingee
Name: Sharon Dingee
Title: Vice President

Cesar Sanchez
Cesar Francisco Sanchez

By: Kathryn Karakosh
Name: KATHRYN KARAKOSH
Title: CONSUMER LENDING OFFICER

October 30 2013
Date of Lender's Signature



THE STATE OF Indiana

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COUNTY OF Lake

Before me, the undersigned Notary public, on this day personally appeared Cesar Sanchez, known or proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 26 day of October, 2013.

Isabel Luna
NOTARY PUBLIC

THE STATE OF Indiana

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COUNTY OF Lake

Before me, the undersigned Notary public, on this day personally appeared _____, known or proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, _____.

NOTARY PUBLIC

Loan Number: 6080828392

Renewal, Extension and Modification Agreement - Indiana

THE STATE OF Florida

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COUNTY OF Orange

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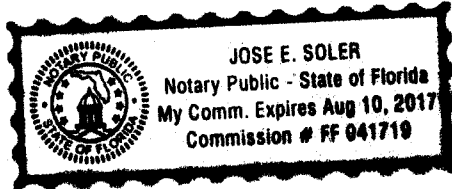
The foregoing instrument was acknowledged before me this October 30, 2013 by Sharon Dingee, V.P. consumer lending of Banco Popular North America, a New York Banking Corporation, on behalf of the corporation. He/she is personally known to me or has produced FL. D.L. as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or Rank)

(Serial number, if any)



THE STATE OF Florida

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COUNTY OF Orange

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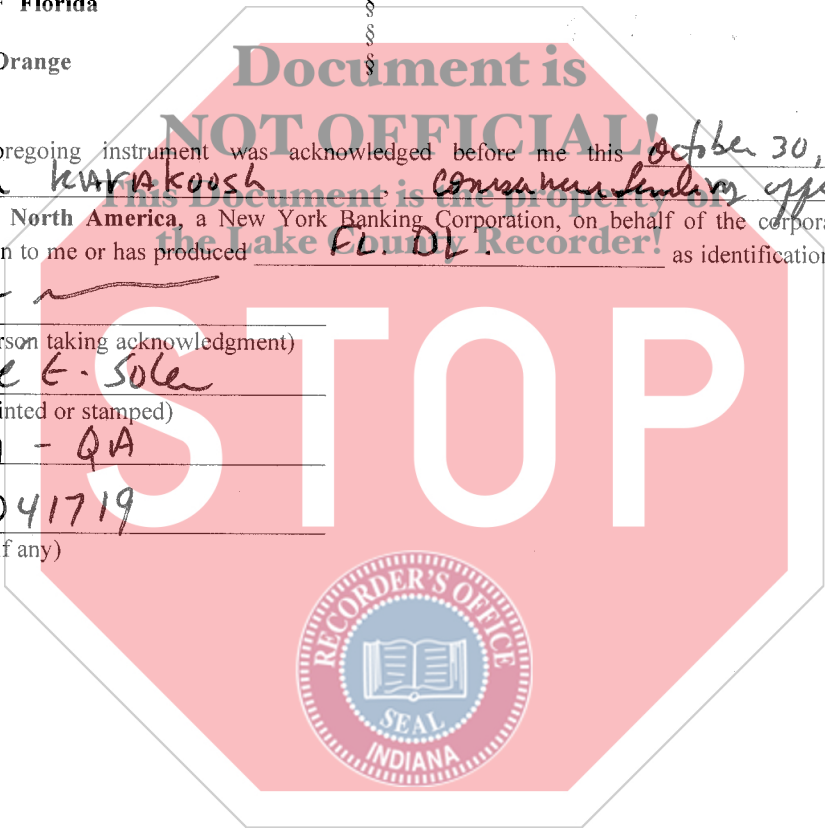
The foregoing instrument was acknowledged before me this October 30, 2013 by Kathryn Karakoosh, Consumer Lending officer of Banco Popular North America, a New York Banking Corporation, on behalf of the corporation. He/she is personally known to me or has produced FL. D.L. as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or Rank)

(Serial number, if any)



Loan Number: 6080828392

Renewal, Extension and Modification Agreement - Indiana

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.

This instrument was prepared by:

McGlinchey Stafford and Youngblood & Associates, LLP
David Pederson
2711 N. Haskell Ave., Suite 2700
Dallas, TX 75204
214-257-1700



Loan Number: 6080828392

Renewal, Extension and Modification Agreement - Indiana