# 2015 063073

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2015 SEP 15 AM 9: 20

MICHAEL B. BROWN RECORDER

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### LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

## Document is

This Loan Modification Agreement ("Agreement"), made this 25<sup>th</sup> day of August, 2015, between LARRY E. CHAPMAN, a single man ("Borrower") and UNHTED FEDERAL CREDIT WION, a Federal credit union ("Lender"), of 2807 S State Street, St. Joseph, MI 49085 amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Sustrument") dated November 115,020 Pt and recorded November 24, 2014 as Document 2014-074771 of the Records of Lake County, Indiana 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 6235 Randolph St., Hobart, Indiana 46342

the real property described being set forth as follows:

Part of the Northwest Quarter Section 9, Township 35 North, Range 7 West in the 2<sup>nd</sup> P.M. in Lake County, Indiana, described as follows:

Commencing at a point 42 10/95 rods South of the Northwest corner of said Northwest Quarter of Section 9, thence South 60 and 60/95 rods; thence East 95 rods; thence North 60 and 60/95 rods; thence West 95 rods to the place beginning, except that part described as commencing 62 70/95 rods South of the Northwest corner of said Section 9; thence South 40 rods; thence East 20 rods; thence North 40 rods; thence West 20 rods to the place of beginning, in Lake County, Indiana.

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 August 11, 2015, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$250,000.00, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 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 4.875%, from August 01, 2015. Borrower promises to make monthly payments of principal and interest of U.S. \$1,323.02, beginning on the 1st day of October, 2015, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.875% will remain in effect until principal and interest are paid in full. If on September 01, 2045 (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.

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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 ment is the property of

- (a) All the rights and temedies estipulations yand 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 or any other persons in any way obligated for, or liable on, the Note and Security Instrument are express), 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 stiess, 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.

Borrower(s):

By checking this box, Borrower also consents to being contacted by text messaging  $\square$ .

# Documetary Chapman Borrower NOT OFFICIAL! This Document is the property of the Lake County Recorder! Lender: UNITED FEDERAL CREDIT UNION By: SARAH MELCHER DIRECTOR OF OPERATIONS SERVICES C9/08/2015 The of Lender's Signature [Space Below This The For Acknowledgments]

State of INDIANA SCOUNTY of LAKE \$

The foregoing instrument was acknowledged before me on Upthaba 2, 2015 by LARRY E CHAPMAN, a single man.

NOTARY PUBLIC - OFFICIAL SEAL State of Indiana, Lake County My Commission Expires Sep. 6, 2020 Notary Public, County of (AKC)
State of Indiana
Acting in WHC County, Indiana
My Commission Expires: 19 -06 - 2030

### (Corporate)

State of MICHIGAN § § County of BERRIEN

SEPT 8 The foregoing instrument was acknowledged before me on 2015 by SARAH MELCHER, DIRECTOR OF OPERATIONS SERVICES of UNITED FEDERAL CREDIT UNION, a Federal Credit Union, on behalf of the corporation.



Ruth A. Ellison

Notary Public, County of Berrien,

State of Michigan

Acting in Berrien County, Michigan My Commission Expires: 11-12-2017

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This instrument was prepared by the Lake County Recorder \$01400245914 After Recording Please Return To:

Ruth Ellison

United Federal Credit Union

2807 S. State Street P.O. Box 125 St. Joseph, MI 49085