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2015 070912

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 OCT 20 AM 8:34

MICHAEL B. BROWN
RECORDER

After Recording Return To:
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Dallas, Texas 75251

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Loan No.: 190175315

LOAN MODIFICATION AGREEMENT

(To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement ("Agreement"), made this 27th day of August, 2015, between Thomas A Black, A Married Man

and Fidelity Bank, whose address is 100 E. English Street, Wichita, Kansas 67202-3706

("Borrower")

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated October 7th, 2002 and recorded in Book/Liber N/A, Page N/A, Instrument No. 2002 094919, of the Official 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 3515 Garfield, Highland, Indiana 46322

("Lender"),

AMOUNT \$ 20-
CASH _____ CHARGE _____
CHECK # 34961
OVERAGE 3
COPY _____
NON - COM _____
CLERK LR

LM

2

Loan No.: 190175315

the real property described being set forth as follows:

LOT 16 IN BLOCK 2 IN HIGHLAND ADDITION TO HIGHLAND, AS PER PLAT THEREOF, RECORDED APRIL 23, 1942 IN PLAT BOOK 26 PAGE 19, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

TAX ID: 27-177-16

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. Current Balance. As of October 1st, 2015, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$92,180.60.
2. Interest Rate. 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 6.500%, beginning September 1st, 2015, both before and after any default described in the Note. The yearly rate of 6.500% will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. \$574.81, 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. If on September 1st, 2055, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. Place of Payment. Borrower must make the monthly payments at 100 E. English Street, Wichita, Kansas 67202-3706 or such other place as Lender may require.
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
6. Property Transfer. 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 given in accordance with Section 15 of the Security Instrument, 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 this Security Instrument without further notice or demand on Borrower.

7. Compliance with Covenants. 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.

8. Bankruptcy. 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 agreement of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

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 where 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.

In Witness Whereof, Lender and Borrower have executed this Agreement.

Fidelity Bank

(Seal)
-Lender

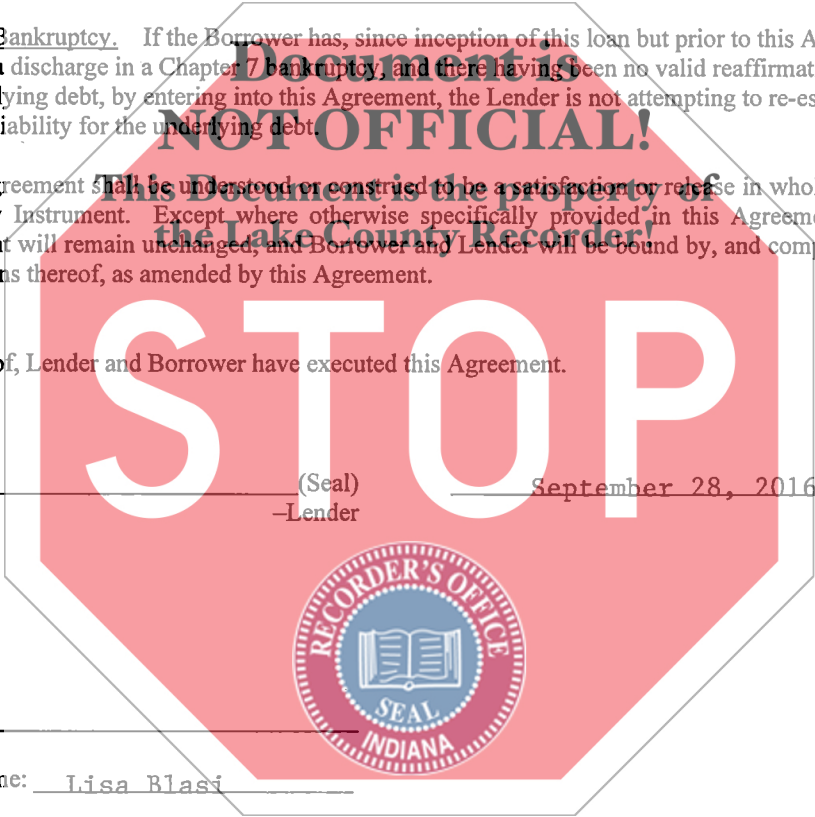
September 28, 2016

-Date

By: 

Printed/Typed Name: Lisa Blasi

Its: Asst Vice President



Loan No.: 190175315

LENDER ACKNOWLEDGMENT

State of Kansas §
County of Sedgwick §

The foregoing instrument was acknowledged before me this September 28, 2015 [date],
by Lisa Blasi, Asst. Vice President
[name of officer or agent, title of officer or agent] of Fidelity Bank

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(Seal)



JaQuita Sullivan
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 4-24-19

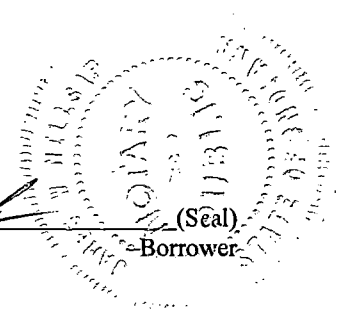
JaQuita Sullivan, on behalf of said entity.
JaQuita Sullivan Notary Signature
Type or Print Name of Notary
Notary Public, State of Kansas
County of Residence: Sedgwick
My Commission Expires: 4-24-19



Loan No.: 190175315

SEPT-9-2015
Date

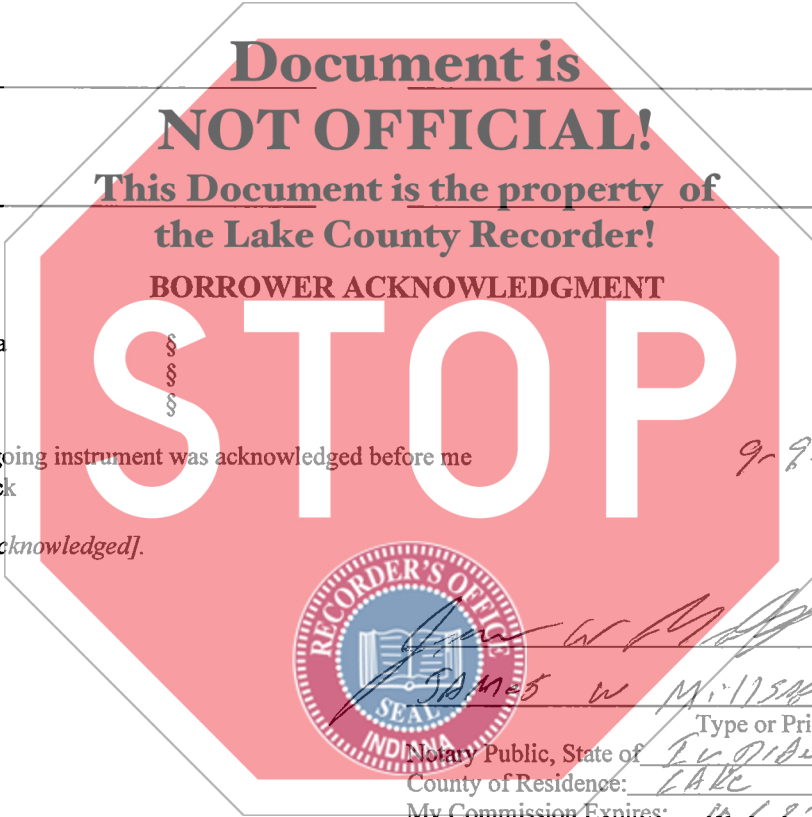
Thomas A Black (Seal)
Thomas A Black -Borrower



Date (Seal)
-Borrower

Date (Seal)
-Borrower

Date (Seal)
-Borrower



State of Indiana

County of Lake

The foregoing instrument was acknowledged before me
by Thomas A Black

9-9-15 [date]

[name of person acknowledged].

(Seal)



[Signature] Notary Signature

JAMES W MILLER Type or Print Name of Notary

Notary Public, State of INDIANA

County of Residence: LAKE

My Commission Expires: 10/27/17

This Instrument Was Prepared By:
RUTH RUHL, P.C.
12700 Park Central Drive, Suite 850
Dallas, TX 75251

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. Ruth Ruhl