

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2016 006206

2016 JAN 28 AM 8:48

MICHAEL B. BROWN  
RECORDER

Prepared by: Michael L. Riddle  
Middleberg Riddle Group  
717 N. Harwood, Suite 1600  
Dallas, TX 75201

Recording Requested By and Return To:  
TITLE SOURCE  
ATTN: MOD POST CLOSE  
662 WOODWARD AVENUE  
DETROIT, MI 48226

Loan No: 3310942723  
Borrower: DEION L KYLE

[Space Above This Line For Recording Data]

Data ID: 546

**NOT OFFICIAL**

Modified Interest Bearing Amount: \$87,730.63  
Original Principal Amount: \$85,500.00  
Modified Principal Amount: \$87,730.63

**This Document is the property of  
the Lake County Recorder!**

**LOAN MODIFICATION AGREEMENT  
(Providing for Fixed Interest Rate)**

This Loan Modification Agreement ("Agreement"), made this 11th day of January, 2016, between DEION L KYLE AND LINDA S KYLE, HUSBAND AND WIFE, whose address is 6646 KENTUCKY AVE, HAMMOND, INDIANA 46323 ("Borrower") and QUICKEN LOANS INC., 635 WOODWARD, DETROIT, MI 48226 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated June 23, 2008 and recorded in 07/07/2008 as Instrument #2008048649; Re-recorded August 30, 2011 in Instrument #2011047310 of the Official Records of the County Recorder's or Clerk's Office 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:

6646 KENTUCKY AVE, HAMMOND, INDIANA 46323

[Property Address]



LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
Modified by Middleberg Riddle Group

Form 3179 1/01 (rev. 04/14)

(Page 1 of 6 Pages)

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LSK

400-0078 CRH \$26  
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the real property described being set forth as follows:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF**

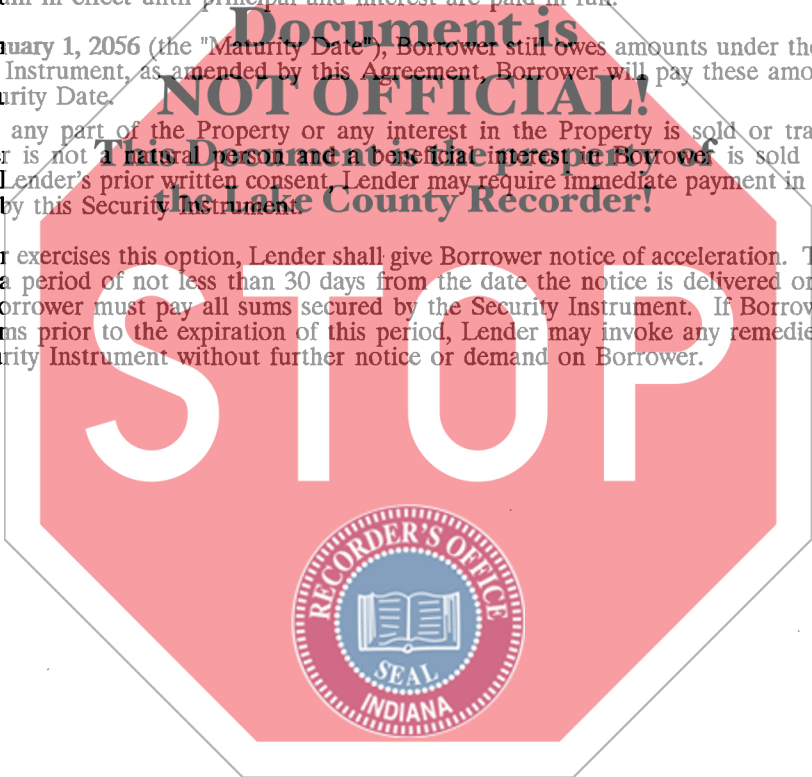
In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **January 1, 2016**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$87,730.63**, 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 **4.2500%**, from **January 1, 2016**. Borrower promises to make monthly payments of principal and interest of U.S. **\$380.42**, beginning on the **first day of February, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.2500%** will remain in effect until principal and interest are paid in full.

If on **January 1, 2056** (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 the Property or interest in the Property is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this 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.



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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:
  - (a) All the rights and remedies, stipulations, and 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 expressly 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's fees, 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) Any Borrower who co-signs this Agreement but did not sign the Note, is not personally obligated to pay the Unpaid Principal Balance.

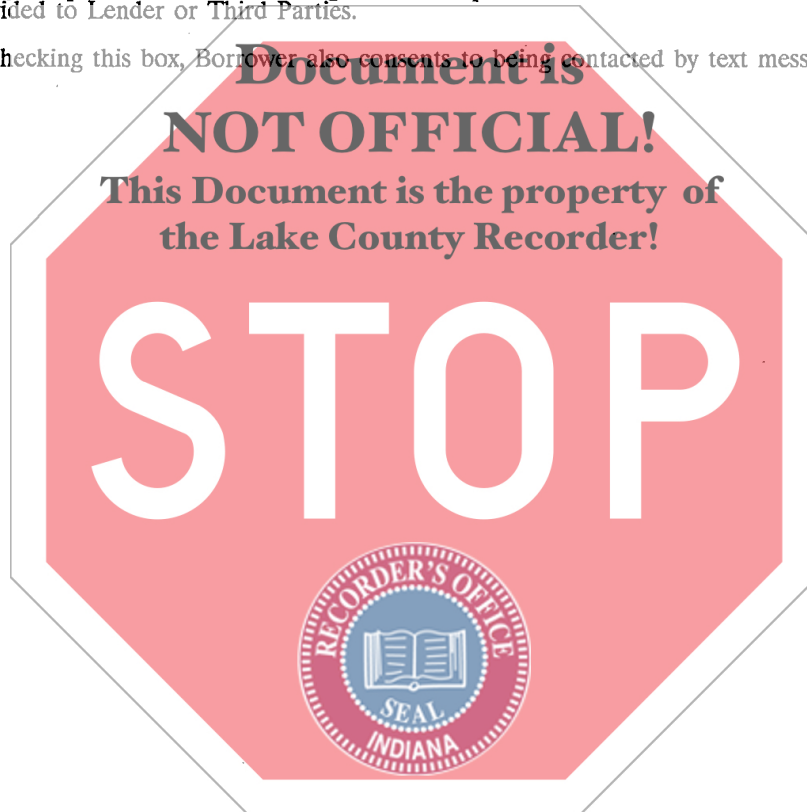


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(g) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (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.

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



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Loan No: 3310942723

Data ID: 546

*Deion L Kyle*  
.....(Seal)  
DEION L KYLE —Borrower

*Linda S Kyle*  
.....(Seal)  
LINDA S KYLE —Borrower

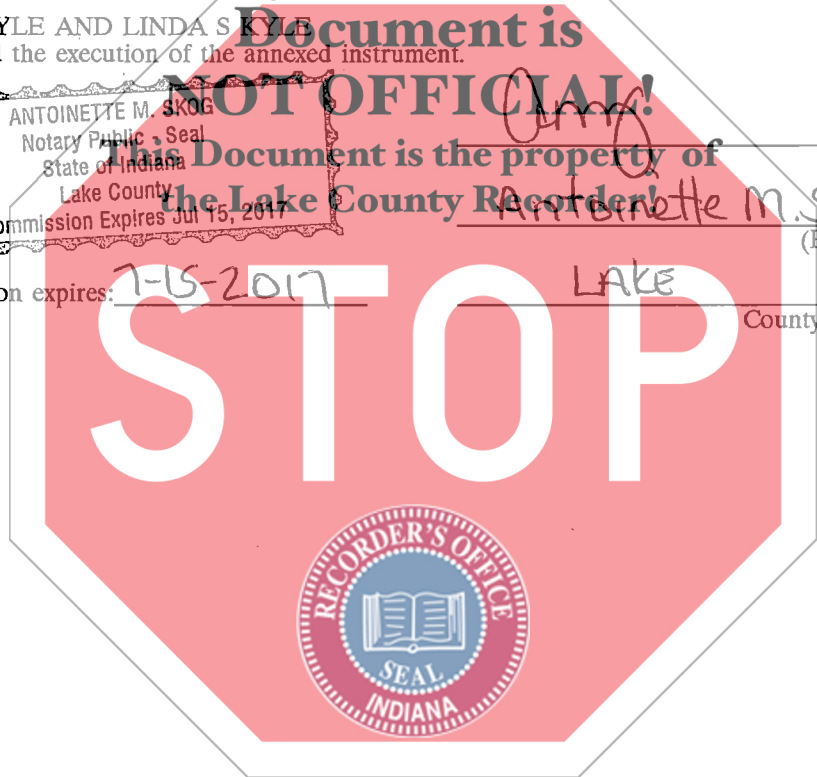
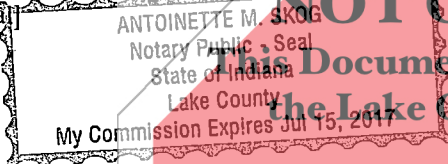
- Borrower Acknowledgment -

STATE OF INDIANA  
COUNTY OF LAKE

Before me, Antoinette M. Skog, a Notary Public, this 18<sup>th</sup> day of January, 2016

DEION L KYLE AND LINDA S KYLE acknowledged the execution of the annexed instrument.

[Seal]



*Antoinette M. Skog*

Notary Public

Antoinette M. Skog

(Printed Name)

My commission expires: 7-13-2017

LAKE

County of Residence

*DK  
LS:IC*

Loan No: 3310942723

Data ID: 546

Lender: QUICKEN LOANS INC.

By: Casey Just  
Its: Casey Just - Agent  
(Printed Name and Title)

Document is  
NOT OFFICIAL!

Date of Lender's Signature: 1-26-16  
Lender Acknowledgment

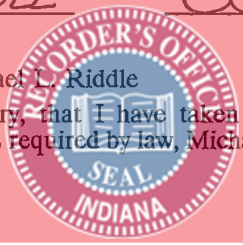
STATE OF MICHIGAN  
COUNTY OF WAYNE

Before me, Alexandria N. Tate,  
20 16, personally appeared by Casey Just,  
its Agent, and acknowledged the execution of the annexed  
instrument)

ALEXANDRIA N. TATE  
NOTARY PUBLIC, STATE OF MICHIGAN  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES 02-25-2022  
ACTING IN THE COUNTY OF Oakland

Alexandria N. Tate  
Notary Public  
Alexandria N. Tate  
(Printed Name)

My commission expires: 2-25-2022  
Oakland County  
County of Residence



This instrument was prepared by: Michael L. Riddle  
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, Michael L. Riddle, Middleberg Riddle Group.



EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 45-07-10-104-045-009-023

Land Situated in the City of Hammond in the County of Lake in the State of IN

THE FOLLOWING DESCRIBED REAL ESTATE IN LAKE COUNTY, IN THE STATE OF INDIANA, TO WIT:

LOTS NUMBERED 21 AND 22 IN BLOCK 8 AS SHOWN ON THE RECORDED PLAT OF BALDWIN ADDITION TO THE CITY OF HAMMOND RECORDED IN PLAT BOOK 10 PAGE 35 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Commonly known as: 6646 KENTUCKY AVE, Hammond, IN 46323

