2017 006945

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2017 FEB - | AM 8:51

MICHAEL B. BROWN RECORDER

: ( )

## Loan Mødification Agreement

Order No.: 160375344

## NOT OFFICIAL!

Loan No.: 420139859

This Document is the property of

Recording Requested By anthe Lake County Recorder!

When Recorded Return To:

ServiceLink

Loan Modification Solutions

3220 El Camino Real Irvine, CA 92602

(800) 323-0165

Prepared By: Brittnay Mustard Fifth Third Mortgage Company

5001 Kingsle Dr. Cincinnati, OH 45227





		AMOUNT \$ 22
		CASH CHARGE
		CHECK # 167163/853
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513-358-3270 PREPARED BY: BRITTHAY MUSTARD

420139859

160375344

LOAN MODIFICATION AGREEMENT Document is

This Loan Modification Agreement (the "Agreement") is made on 12/1/2016, between JOHN REED ("Borrower (s)") and Fifth Third Mortgage Company ("Lender").

The parties recite and declare that: Document is the property of

- a. Lender is the bolder of a note trade by Eurever(s) tracety 19/2014 principal sum of One Hundred Eleven Thousand Nine Fundred Thirty Five Dollars and Zero Cents (\$111,935.00) together with interest thereon at a fixed rate more fully set forth therein (the "Note").
- b. The Note is secured by a Security Instrument bearing the same date (the "Security Instrument") that is recorded in the office of the LAKE County Recorder's Office, in Book or Liber and/or Instrument Number 2014060337, at Fage(s) which covers and is now a lien on the property whose street address is 214 OAK ST, CROWN POINT, IN 46307 (the "Property"), and is further described in the Security Instrument and on Exhibit "A" attached hereto.
- c. Borrower(s) is/are now the owner(s) and holder(s) of the Property, on which the Security Instrument is a valid lien. There are no defenses or offsets to the Note or Security Instrument.

In consideration of the mutual promises and agreements exchanged, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that, notwithstanding anything contained in the Note and Security Instrument to the contary:

- 1. The amount payable under the Note as of 12/1/2016 (the "Unpaid Balance") is Eighty Two Thousand Eight Hundred Fifty Five Dollars and Seventy Two Cents (282,855.73).
- 2. Borrower(s) promise(s) to pay to the order of Lender the Unpaid Principal Balance, plus interest thereon to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at a modified yearly rate of 3.375% from 12/1/2016. Borrower further agrees to pay to the order of Lender the Deferred Interest on the Maturity Date.

The parties also agree and acknowledge that as of 12/1/2016 the monthly payment of principal and interest due under the Note is Three Hundred Sixty Six Dollars and Thirty Cents (\$366.30). Borrower(s) will begin making monthly payments in this amount on 1/1/2017, and will continue to do so thereafter on the same day of each succeeding month until the Maturity Date as outlined in the original Note and Security Instrument. Borrower(s) acknowledges that the Note, as modified, is not payable in installments of equal amounts.

If on the Maturity Date of 12/1/2046, Borrower(s) still owes amounts under the Note and Security Instrument, as amended by this agreement, Borrower(s) will pay these amounts in full on the Maturity Date. If a financial hardship continues at this time, Borrower(s) may request a re-evaluation to determine if further modifications can be made.



Borrower(s) will deliver all following payments to Fifth Third Mortgage Company, P.O. Box 630412, Cincinnati, OH 45263, or at such other place as Lender requires.

- 3. If all or part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower(s) is sold or transferred and the Borrower(s) is/are not a natural person(s)) without Lender's prior written consent, Lender may, at its option, require immediate repayment in full of all sums secured by this Security Instrument.
- 4. Borrower(s) also will comply with all other covenants, agreements, and requirements of the Note and Security Instrument, which are incorporated herein by reference, including without limitation, Borrower(s)' covenants and agreements to make all payment of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower(s) is/are obligated to make under the Security Instrument.
- 5. Borrower(s) understand and agree 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 contained in the Note and Security Instrument shall be and remain in full force and effect. Except as herein modified, and none of the Borrowefs' 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, of affect any of Lengers' rights under or remedies on the Note and Security Instruments, whether such rights or remedies arise there under 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. Borrowers are presently in default under the terms of the Note and Security Instrument.
- d. Borrowers have no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
- e. Nothing in this Agreement shall be understood or construed to be satisfaction or release in whole or in part of the Note or Security Instrument.
- f. All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorneys' fees shall be paid by the Borrowers and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- g. Borrowers agree 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 Borrowers.
- 6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note or Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain in full force and effect and unchanged, and Borrower(s) and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.



[To be signed and dated by all borrowers, endorsers, guarantors, sureties, and othe Instrument.]				
Ogn m	12-27-16 Date			
JOHN REED - Borrower	Date			
INDIVIDUAL ACKNOWLEDGMENT				
STATE OF IN COUNTY OF LAKE	SS.			
Before me a Notary Public in and for said County and State personally appeared JOHN REED, who is/are personally known to me or have produced driver's license identification and who did take an oath and who executed the foregoing conveyance to Fifth Third Mortgage Company and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned.				
IN WITNESS WHEREOF, I have hereunto affixed my name and official seal this	day of Dec 2016			
DO NOT WRITE BELOW THIS LINE, FOR FIFTH THIRD USE ONLY.	Seal  Notary Public - State of Indiana  Power County			
CORPORATE ACKNOWLEDGEMENT THE Lake County Recor	(My Commission Expires Sep 11/2024			
FIFTH THIRD MORIGAGE COMPANY X2!H	(Seal) (Seal) Office			
STATE OF OHIO, COUNTY OF HAMILTON ss.				
Before me, a Notary Public in and for said County and State personally appeared I DANIGL M FULLW, its OFFICE the individual acknowledged that she/he did read the same and did sign the foregoing instrument and the free act and deed of Fifth Third Mortgage Company.	I who executed the foregoing instrument and			
IN WITNESS WHEREOF, I have hereunto affixed may name and official seal thi	s 20 day of 1AUUARY, 2017.			
Notary Public My Commission Expires O1 12 Shasta Taber				
Shasta Taber Notary Public, State of Ohio My Commission Expires 01-12-2021				

## Effective July 1, 2006

I.C. 36-2-11-15, the following affirmation statement must be included on most documents to be accepted for recording in County Recorders' offices

in the State of Indiana:

This Document is the property of

"I affirm, thater the penalties! for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

[Signed, printed or stamped name of individual]"

The following documents are exempt from the above requirement: Writ of a Country Federal Tax Lien, Federal Lien Release, DD214, UCC. All other documents notarized in the State of Indiana (regardless of where they are prepared) require the affirmation statement. See I.C. 36-2-7.5 through I.C. 36-2-7.5-12 for a timeline of further requirements and implementation.

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## **EXHIBIT A**

Lot 204 in Liberty Park Highlands, as per plat thereof, recorded in Plat Book 25 page 8, in the Office of the Recorder of Lake County, Indiana

