

2017 011986

2017 FEB 28 AM 9:05

MICHAEL B. BROWN
RECORDER

Investor Loan # 763937576

After Recording Return To:

5001 Kingsley Dr
Cincinnati, OH 45227
Mail Drop 1MOB-AP

This document was prepared by Brittney Mustard

Prepared By: Brittney Mustard
Fifth Third Bank
5001 Kingsley Drive
Cincinnati, OH 45227
1-800-375-1745

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Borrower ("I"): ANTHONY HURLEY
Lender ("Lender"): Fifth Third Mortgage Company
Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 02/23/2013
Loan Number: xxxxx0341
Property Address: 1648 E 33RD AVE, HOBART, IN 46342

This Loan Modification Agreement (the "Agreement") is made on 1/31/2017, between ANTHONY HURLEY ("Borrower(s)") and Fifth Third Mortgage Company ("Lender").

The parties recite and declare that:

- a. Lender is the holder of a note made by Borrower(s), dated 02/23/2013 principal sum of one hundred five thousand two hundred eighty four dollars (\$105,284.00) 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 2013, at Page(s) 020518, which covers and is now a lien on the property whose street address is 1648 E 33RD AVE, HOBART, IN 46342 (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 contrary:

- 1. The amount payable under the Note as of 06/01/2015 (the "Unpaid Balance") is one hundred one thousand eight hundred ninety dollars and seventy two cents (\$101,890.72).



Handwritten notes and stamps:
400037864
1ref 82200
E 200000
ME

To further reduce your mortgage payment, we will defer collection of and not collect interest on **\$0.00** of your outstanding principal. You will not be required to make monthly payments on that portion. This portion of principal will be due when you pay off the modified loan, which will be when you sell or transfer an interest in your house, refinance the loan, or when the last scheduled payment is due. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$101,890.72**.

2. Borrower(s) promise(s) to pay to the order of Lender the Interest Bearing Principal Balance, plus interest thereon to the order of the Lender. Interest will be charged on the Interest Bearing Principal Balance at a modified yearly rate of **4.125%** from **05/01/2015**. Borrower further agrees to pay to the order of Lender and the Deferred Interest on the Maturity Date.

The parties also agree and acknowledge that as of **06/01/2015** the monthly payment of principal and interest due under the Note is Four hundred thirty three dollars and eighty cents (**\$433.80**). **Borrower(s) will begin making monthly payments in this amount on 06/01/2015**, and will continue to do so thereafter on the same day of each succeeding month until the Maturity Date as outlined in this agreement. Borrower(s) acknowledges that the Note, as modified, is not payable in installments of equal amounts.

If on the Maturity Date of **05/01/2055**, 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 630142, 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.

If Lender exercises this option, Lender shall give Borrower(s) 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(s) must pay all sums secured by this Security Instrument. If Borrower(s) fail(s) 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 of Borrower(s).

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 Borrowers' 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 Lenders' 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 the Agreement.



In Witness Whereof, the Lender and I have executed this Agreement.

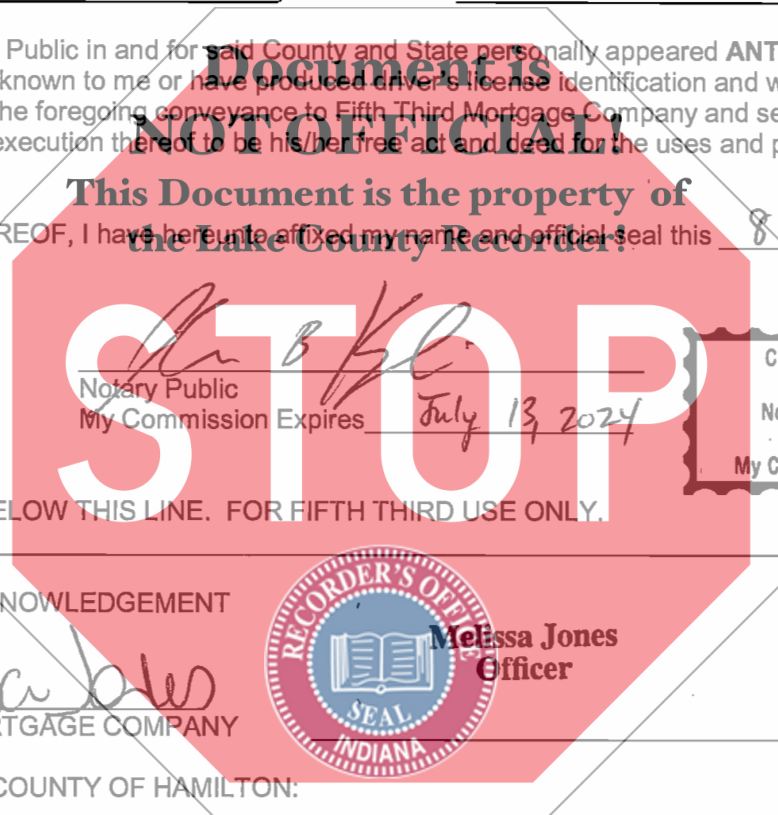
[Signature] (Seal)
ANTHONY HURLEY
2/8/17
Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana, COUNTY OF Lake:

Before me a Notary Public in and for said County and State personally appeared ANTHONY HURLEY, who 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 8 day of February 2017.



[Signature]
Notary Public
My Commission Expires July 13, 2024

CHRISTOPHER B KAUZLARICH
Seal
Notary Public - State of Indiana
Lake County
My Commission Expires Jul 13, 2024

DO NOT WRITE BELOW THIS LINE. FOR FIFTH THIRD USE ONLY.

CORPORATE ACKNOWLEDGEMENT

[Signature]
FIFTH THIRD MORTGAGE COMPANY (Seal)



Melissa Jones
Officer

STATE OF OHIO, COUNTY OF HAMILTON:

Before me, a Notary Public in and for said County and State personally appeared Fifth Third Mortgage Company by MELISSA JONES, its OFFICER, the individual who executed the foregoing instrument and acknowledged that she/he did read the same and did sign the foregoing instrument and that the same is her/his free act and deed and the free act and deed of Fifth Third Mortgage Company.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal this 15 day of FEBRUARY 2017.

[Signature]
Notary Public
My Commission Expires 01/12/21



Shasta Taber
Notary Public, State of Ohio
My Commission Expires 01-12-2021

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EXHIBIT A

Loan No. 417210341

The following described real estate located in Lake County, Indiana:

Situated in the Town of Hobart, Lake County, Indiana:

Lot 15 in Streamwood Subdivision, in the City of Lake Station, as per plat thereof, recorded in Plat Book 48 Page 88, in the Office of the Recorder of Lake County, Indiana.

Parcel No: COUNTY: 35-560-0303-0015 STATE: 450920326009000020



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Accommodation

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:

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"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.

B

[Signed, printed or stamped name of individual]"

The following documents are exempt from the above requirement: Writ of a Court, 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.