

Requested By and
When Recorded Return To:
Loan Modification Solutions
3220 El Camino Real
Irvine, CA 92602
(800) 934-3124

2017 068357

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 OCT 10 AM 9:04

MICHAEL B. BROWN
RECORDER

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

This document was prepared by Loss Mitigation Department, Fifth Third Bank

513-358-3270
PREPARED BY:
BRITTNEY MUSTARD

410013118

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**Document is
LOAN MODIFICATION AGREEMENT
NOT OFFICIAL!**
First-Lien Closed-End Loan
Permanent Rate Reduction - Fixed Rate Products
Permanent Rate Reduction - Extended Term - Fixed Rate Products
This Document is the property of
the Lake County Recorder!

MERS #

SIS phone number: 888-679-6377

This Loan Modification Agreement (the "Agreement") is made on September 12, 2017, between TRINA M.KIRK ("Borrower(s)") and Fifth Third Bank on behalf of Fifth Third Mortgage Company ("Lender").

The parties recite and declare that:

a. Lender is the holder of a note made by Borrower(s), dated 03/17/2011 principal sum of Ninety-Five Thousand Four Hundred Seventeen and 00/100 (U.S. \$95,417.00) 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 LaPorte County Recorder's Office, in Book or Liber N/A and/or Instrument Number 2011019105, at Page(s) N/A, which covers and is now a lien on the property whose street address is 5341 DEXTER DR. MERRILLVILLE, IN 46410 (the "Property"), and is further described in the Security Instrument and on Exhibit "A" attached hereto. *Rec. Date 04-02-2011*

c. Borrower(s) is/are now the owner(s) and holder(s) of the Property, on which the Security Instrument is a valid and enforceable lien. There are no defenses or offsets to the Note or Security Instrument. Any other Lien against the Property has been fully disclosed to the Lender by the Borrower.

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 09/01/2017 (the "New Principal Balance") is Eighty-Six Thousand Eight Hundred Seventy-Six and 54/100 (\$86,876.54), which consists of \$85,071.24 in unpaid interest bearing principal, \$0.00 Deferred Principal Balance, unpaid interest of \$1,453.32 (the "Unpaid Interest") and advances of \$351.98.

| Current Principal | Deferred Amount with this agreement | New Modified Principal | **Modified Principal and interest payment | Due at Maturity (includes any prior deferred amounts) |
|-------------------|-------------------------------------|------------------------|---|---|
|-------------------|-------------------------------------|------------------------|---|---|

\$25.00 E

✓ # 106,000.1739

JR

| | | | | |
|-------------|--------|-------------|----------|--------|
| \$85,071.24 | \$0.00 | \$86,876.54 | \$427.38 | \$0.00 |
|-------------|--------|-------------|----------|--------|

Borrower(s) do(es) have the option to pay the Deferred or Capitalized Interest at the time of execution of this Agreement and not have the existing loan balance increase by the amount of the Deferred or Capitalized Interest.

The parties agree that the Maturity Date of the Note and Security Instrument is extended to 09/01/2047. Borrower(s) acknowledge that extension of the Maturity Date does not extend the term of coverage of any credit life or disability insurance beyond the original loan term.

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 4.25% from 09/01/2017. The Borrower promises to make monthly payments of principal and interest due under the Note is Four Hundred Twenty-Seven and 38/100 (\$427.38) beginning on 10/01/2017, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.

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).

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.

Borrower(s) understand(s) and agree(s) 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 hereinafter modified, and none of the Borrower's(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 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. Borrower(s) is/are presently in default under the terms of the Note and Security Instrument.
- d. Borrower(s) has/have no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
- e. 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 Borrower(s) and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- f. Borrower(s) agree(s) 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(s).

6. Borrower authorizes Lender, and Lender's successors and assigns, to share certain Borrower public and non-public personal information including, but not limited to (i) name, address, telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, and (v) payment history and information about Borrower's account balances and activity, with an authorized third party which may include, but is not limited to, a counseling agency, state or local Housing Finance Agency or similar entity that is assisting Borrower in connection with obtaining a foreclosure prevention alternative, including the trial period plan to modify Borrower's loan ("Authorized Third Party").

Borrower understands and consents to Lender or Authorized Third Party, as well as FHA (the owner of Borrower's loan), disclosing such personal information and the terms of any relief or foreclosure prevention alternative, including the terms of the trial period plan to modify Borrower's loan, to 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 the loan or any other mortgage loan secured by the Property on which Borrower is obligated.

Borrower consents to being contacted by FHA, Lender or Authorized Third Party 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 Authorized Third Party.

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.

Each individual executing this Agreement warrants that she/he has actual authority to execute this Agreement, that she/he has had the opportunity to have legal counsel review and explain the provisions of this Agreement and that she/he has read this Agreement in full and understands its contents prior to signing said Agreement.

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

[To be signed and dated by all borrowers, endorser, guarantors, sureties, and other parties signing the Note and Security Instrument.]

Trina M Kirk
TRINA M KIRK - Borrower

9/26/17
Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA, COUNTY OF LAKE ss.

Before me a Notary Public in and for said County and State personally appeared TRINA M KIRK, 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 26 day of

Sept, 2017
Robert Michael Stephenson
Notary Public
My Commission Expires Jul 30, 2023



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

CORPORATE ACKNOWLEDGEMENT

Daniel M. Flick

Daniel M. Flick
Officer (Seal)

FIFTH THIRD MORTGAGE COMPANY

STATE OF IN, COUNTY OF LaPorte County ss.

OH (SST) HAMILTON (SST)

Before me, a Notary Public in and for said County and State personally appeared Fifth Third Mortgage Company by DANIEL M FLICK 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 28 day of SEPTEMBER, 2017.

Shasta Taber
Notary Public
My Commission Expires 01/12/21

Documents
NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!



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



Exhibit A

Lot Numbered Eighteen (18), Block 5, in Subdivision of Blocks 2, 3 and 5, and a Resubdivision of Lots 28, 29, 30 and 31, Block 4, in Georgia Heights Subdivision, as shown in Plat Book 30, page 48 in the Office of the Recorder of Lake County, Indiana.



SAME NAME AFFIDAVIT

STATE OF: INDIANA

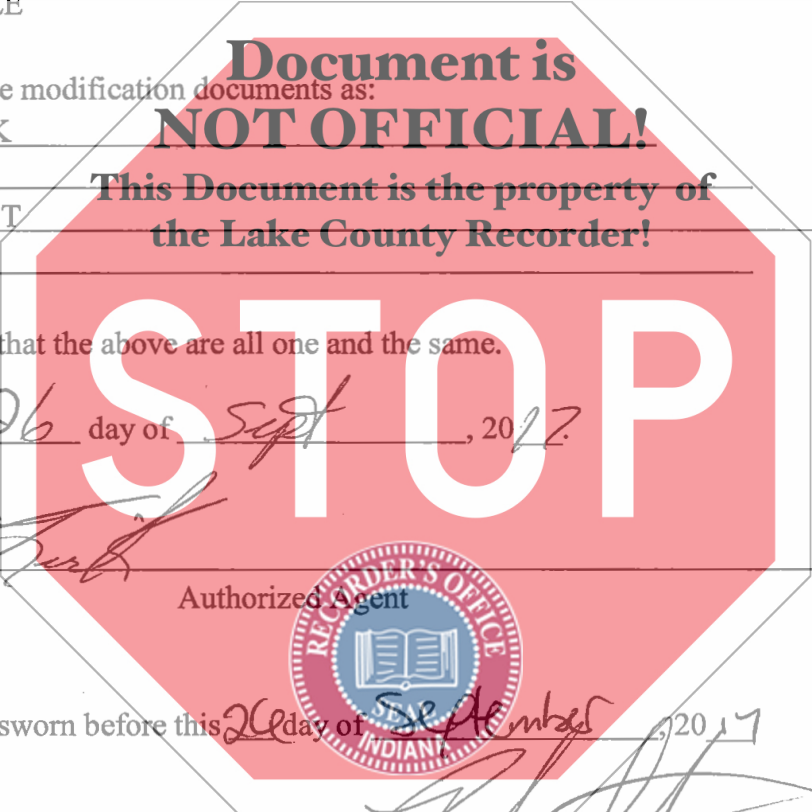
COUNTY OF: LAKE

THE UNDERSIGNED, after being duly sworn upon, oath deposes and says:
That in reference to the transaction of the property located at:

5341 DEXTER DR.
MERRILLVILLE
IN 46410

Appears on some modification documents as:

TRINA M KIRK
TRINA KIRK
TRINA M WEST
TRINA WEST



I hereby certify that the above are all one and the same.

SIGNED this 26 day of Sept, 2017.

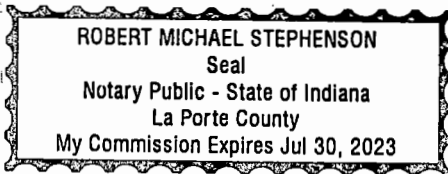
[Handwritten Signature]
TRINA KIRK

Authorized Agent



Subscribed and sworn before this 26 day of September, 2017

[Handwritten Signature]
Notary Public



State/Commonwealth of: INDIANA

Acting in the County/Parish of: LAKE

My Commission Expires: Jul 30, 2023

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 the Lake County Recorder!

"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. Gray Mustard 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.