

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2019 JUN 21 AM 8:49

MICHAEL B. BROWN  
RECORDER

2019 037339

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190928226

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

Prepared by  
Lisa Lamm  
613-358-3997  
Lisa Lamm

207112835

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This document was prepared by: Jeannette Pine  
2251 Rombach Ave. Wilmington, OH 45177  
MB Financial Bank, N.A. Loan: 0207162835  
F.H.A. Case No. FR1562810559703  
Investor No. 216629916  
A.P.N.: 45-06-12-481-018.000-023

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

Classification: Restricted

25-6  
of 106007431  
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This Loan Modification Agreement ("Agreement"), made and effective this 30<sup>th</sup>, of May of 2019 between Fifth Third Bank, as successor by merger to MB Financial Bank, N.A., its successors and assigns ("Lender") and Mario G Segura, a married man ("Borrower"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated February 26, 2016 and Recorded March 11, 2016 in the original principal sum of U.S. \$256,571.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded in Instrument No. 2016014909, of the Public Records of Lake County. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at 7230 Madison Ave, Hammond, Indiana 46324 the real property described being set forth as follows:

#### **Legal Description**

**LOT 20 IN GEORGE A. MUENICH'S ADDITION TO HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 16, PAGE 26, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA**

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 May 30, 2019, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$121,426.32 consisting of the unpaid amounts(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 4.750%, from June 1, 2019. Borrower promises to make monthly payments of principal and interest of U.S. \$633.42, beginning on the 1<sup>st</sup> day of July, 2019, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.750% will remain in effect until principal and interest are paid in full. If on June 1, 2049 ("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 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.  
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.

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. 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.
6. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.
7. Balances
- a) Unpaid Principal Balance: \$118,839.92
  - b) New Principal Balance: \$121,426.32
  - c) b minus a equals (amount to be taxed): \$ 2,586.40

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

Prepared by Jeannette Pine \_\_\_\_\_

EXECUTED BY:

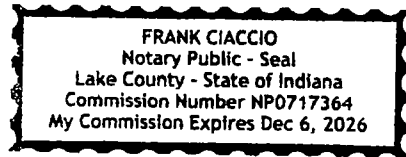
*Mario G Segura*  
Mario G Segura - Borrower

STATE OF INDIANA  
COUNTY OF LAKE

On this 11 day of JUNE in the year 2019 before me, the undersigned, personally appeared Mario G Segura, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

*Frank Ciaccio*  
Notary Public, State of Indiana  
FRANK CIACCIO  
Printed Name

My Commission Expires:  
12/6/26



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

CORPORATE ACKNOWLEDGEMENT

FIFTH THIRD BANK

STATE OF Ohio, COUNTY OF Hamilton

Daniel M. Flick  
Officer

(Seal)

Before me, a Notary Public in and for said County and State personally appeared Fifth Third Bank 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 Bank.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal this 12<sup>th</sup> day of June, 2019.

Notary Public

My Commission Expires 10/13/2019



KRISTEN WHITE  
Notary Public, State of Ohio  
My Commission Expires  
October 13, 2019

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:

*"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.*

*Lisa Ann*

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*[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.