

2019 038558

2019 JUN 26 AM 9:56

MICHAEL B. BROWN
RECORDER

After recording please mail to:
ServiceLink
Attn: Loan Modification Solutions
3220 El Camino Real
Irvine, CA 92602

The mailing address to which statements
should be mailed under IC 6-1.1-22-8.1 is:
JOY HENDERSON
3750 W 75Th Ave
Merrillville, IN 46410

The mailing address of the grantee is:
JOY HENDERSON
3750 W 75Th Ave
Merrillville, IN 46410

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[Space Above This Line For Recording Data]

STOP
LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

Investor Loan No: 511563446

Received

MAY 06 2019

Fay Servicing, LLC

This Loan Modification Agreement ("Agreement"), made this 22nd day of April, 2019, between JOY HENDERSON ("Borrower") and Fay Servicing LLC as Attorney in Fact for Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Hilldale Trust ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated December 26, 2007, in the amount of \$135,324.00 and recorded on January 17, 2008 in Book, Volume, or Liber No. _____ (or as Instrument No. 2008 004248), of the Official (Name of Records) Records of Lake, INDIANA (County and State, or other jurisdiction) 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 _____



AMOUNT \$ 25.00
CASH CHARGE
CHECK # 1060017562
OVERAGE
COPY
NON-CONF
DEPUTY JTB

R

3750W 75TH AVE, MERRILLVILLE, IN 46410
(Property Address)

the real property described being set forth as follows:

SEE EXHIBIT "A" 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 **June 1, 2019**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$231,232.23**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. ~~\$69,883.12 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$161,349.11. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 4.000%, from May 1, 2019. Borrower promises to make monthly payments of principal and interest of U.S. \$674.34, beginning on the 1st day of June, 2019, and continuing thereafter on the same day of each succeeding month until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The yearly rate of 4.000% will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The new Maturity Date will be May 1, 2049.~~
3. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 7 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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.

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



J Henderson 5-19
JOY HENDERSON (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

ACKNOWLEDGMENT

State of Indiana

County of Lake

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Before me, Vanessa H. Clark a Notary Public in and for said County and State, personally appeared JOY HENDERSON who acknowledged the execution of the foregoing instrument or conveyance, and who, having, been duly sworn, stated that any representations therein contained are true.

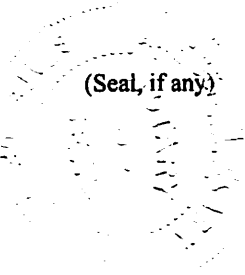
Witness my hand and Notarial Seal this 1st day of May 2019.

Vanessa H. Clark
Signature of Notarial Officer

Vanessa H. Clark
Notary Printed Name

Lake
County Notarial Officer Resides

My Commission Expires: 11/28/2024



(Seal, if any)



ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
Fay Servicing LLC as Attorney in Fact for Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust,
not individually but as trustee for Hilldale Trust

By: Michelle Vaughn
Michelle Vaughn, Authorized Signer -Lender
Date of Lender's Signature 5/9/2019

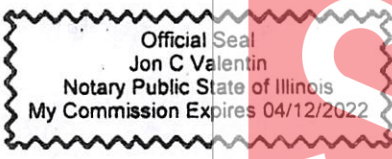
ACKNOWLEDGMENT

State of IL

County of COOK

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This instrument was acknowledged before me on 5/9/19 by Michelle Vaughn as Authorized Signer of Fay Servicing LLC as Attorney in Fact for Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, Not Individually but as Trustee for Hilldale Trust.



Signature of Notary Public Jon C. Valentin
Printed Name Notary Public
Title or Rank

(Seal)

Serial Number, if any: 873453

This instrument was prepared by:
Modification Processing Department
440 S. LaSalle St., Ste. 2000
Chicago, IL 60605



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
Eduardo Galvan II (NAME).
Eduardo Galvan II



EXHIBIT A

BORROWER(S): JOY HENDERSON

LOAN NUMBER: 157016

LEGAL DESCRIPTION:

STATE OF INDIANA, COUNTY OF LAKE, AND DESCRIBED AS FOLLOWS:

LAND SITUATED IN THE COUNTY OF LAKE IN THE STATE OF IN LOT NUMBERED 135, AS SHOWN ON THE RECORDED PLAT OF SOUTHERNBROOK UNIT 2 RECORDED IN PLAT BOOK 43 PAGES 114 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

**Parcel ID Number: 45-12-18-407-017.000-030
ALSO KNOWN AS: 3750W 75Th Ave, Merrillville, IN 46410**



Loan No. 157016
Borrower(s): JOY HENDERSON

BALLOON PAYMENT RIDER (For Fixed Interest Rate Modifications with Balloon Payment)

THIS BALLOON PAYMENT RIDER is made this 22ND day of APRIL, 2019, (this "Rider") by and between the undersigned borrower (the "Borrower") and Fay Servicing LLC as Attorney in Fact for Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Hilldale Trust (the "Lender") and is incorporated into and shall be deemed to amend and supplement that certain LOAN MODIFICATION AGREEMENT (the "Agreement") being executed simultaneously herewith. Any undefined capitalized terms herein shall have the same meaning as in the Agreement.

WHEREAS, Borrower and Lender entered into the Agreement in order for Lender to provide Borrower with a more affordable mortgage payment;

WHEREAS, in order to provide the Borrower a more affordable mortgage payment, the Agreement includes a Balloon Payment (as further described below); and

WHEREAS, Lender and Borrower have executed this Rider to acknowledge the effect of the Balloon Payment within the Agreement.


IT IS THEREFORE AGREED TO AS FOLLOWS:

1. Borrower's Loan Modification Agreement contains the following balloon payment(s).
2. The Balloon Payment is in the amount of \$66,604.68 that will be due at the Maturity of the Loan (the "Balloon Amount"). The Balloon Amount shall be due and payable prior to the Maturity Date in the event of one of the following occurrences: (i) the date the Borrower sells or transfers his/her interest in the Property, or (ii) the date the mortgage loan is paid in full. The Balloon Amount shall be included in the payoff amount and will include the unpaid principal balance along with any accrued interest at that time.
3. The Agreement includes a non-interest bearing deferred principal balance balloon payment of \$69,883.12 that will be due at the Maturity of the loan (the "Non-Interest Balloon Amount"). The Non-Interest Balloon Amount shall be due and payable prior to the Maturity Date in the event of one of the following occurrences: (i) the date the Borrower sells or transfers his/her interest in the Property, or (ii) the date the mortgage loan is paid in full. The Non-Interest Balloon Amount shall be included in the payoff amount and will include the unpaid principal balance.
4. The total amount of all balloon payments, pursuant to the terms of the Agreement shall be \$136,487.80 (the "Balloon Payment").



5. The above Balloon Payment amount is based on all other monthly payments being paid as scheduled. However, if Borrower is still obligated under the terms of the Agreement at Maturity, or upon sale, any unpaid balance including interest on the loan shall be paid to the Lender at that time.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Balloon Payment Rider.

 (Seal) 5-1-19
Borrower Name: JOY HENDERSON Date

Borrower Name: _____ (Seal) _____ Date
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Borrower Name: _____ (Seal) _____ Date
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Borrower Name: _____ (Seal) _____ Date
STOP

