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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2019 043720

2019 JUL 18 AM 8:40

MICHAEL B. BROWN
RECORDER

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LOAN MODIFICATION AGREEMENT

(Providing for Adjustable Interest Rate)

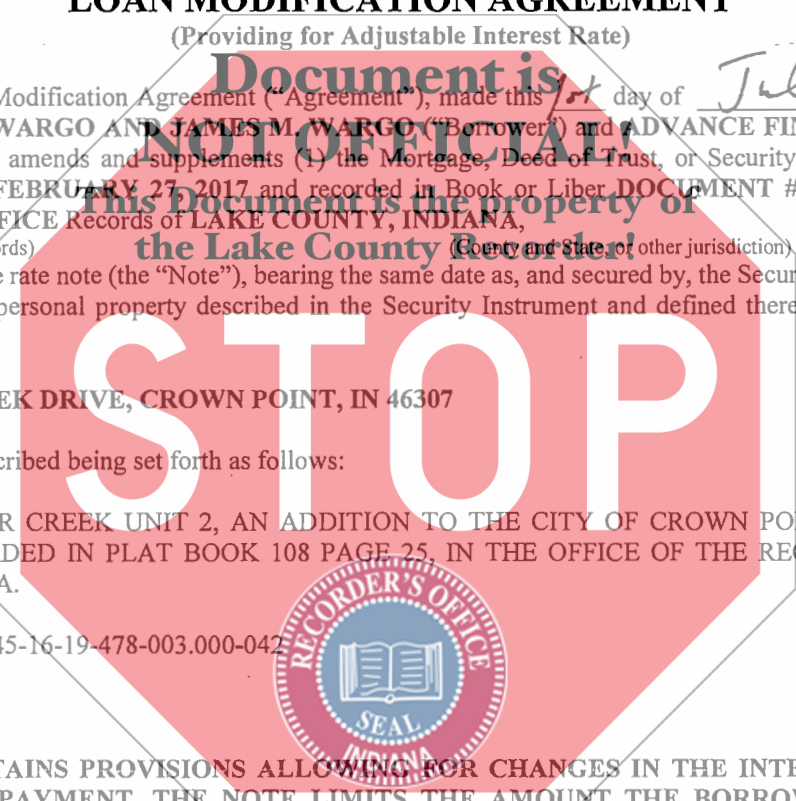
This Loan Modification Agreement ("Agreement"), made this 1st day of July, 2019, between **HOPE A. WARGO AND JAMES M. WARGO** ("Borrower") and **ADVANCE FINANCIAL CREDIT UNION** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **FEBRUARY 27, 2017** and recorded in Book or Liber **DOCUMENT #2017 014154**, of the **RECORDER'S OFFICE** Records of **LAKE COUNTY, INDIANA**, (Name of Records) **LAKE COUNTY, INDIANA**, (County and State or other jurisdiction) and (2) the adjustable rate note (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

825 COPPER CREEK DRIVE, CROWN POINT, IN 46307

the real property described being set forth as follows:

LOT 94 IN COPPER CREEK UNIT 2, AN ADDITION TO THE CITY OF CROWN POINT, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 108 PAGE 25, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Parcel ID Number: 45-16-19-478-003.000-042



THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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):

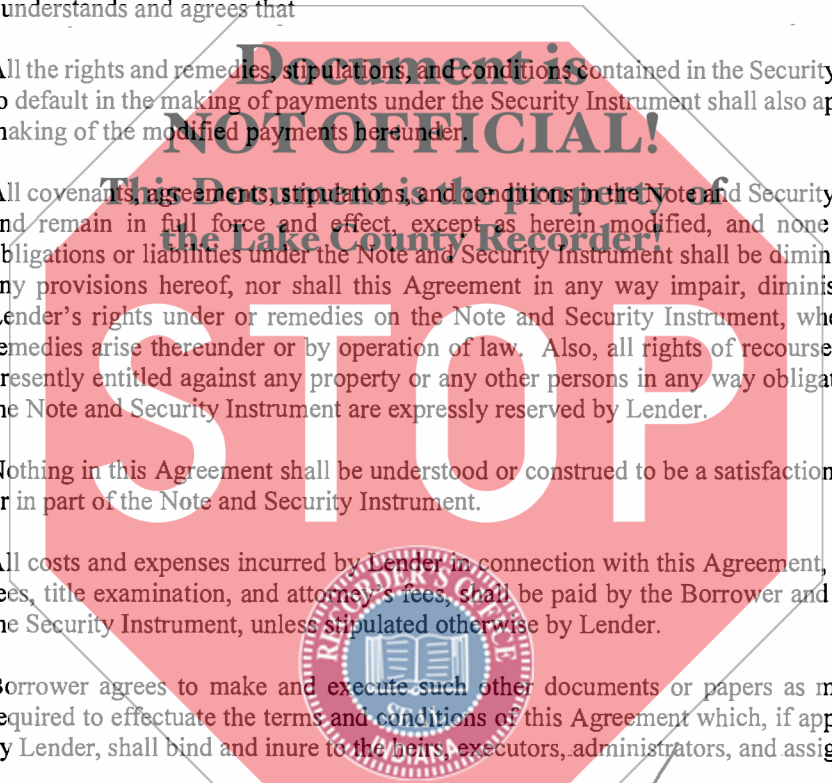
1. As of July 1st, 2019, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **246,000.00**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **3.0%**, from July 1st, 2019. The interest rate Borrower will pay may change in accordance with the terms of the Note. Borrower promises to make monthly payments of principal and interest of U.S. \$ **1087.20**, beginning on the 1ST day of **JULY**,

JAB
\$25,000

✓ #007373 E

2019. The amount of Borrower's monthly payments may change in accordance with the terms of the Note. The change date for the original Note has been modified to the 1st day of July 2026. The limits on Interest rate changes for the original Note also changed. The interest rate I am required to pay at the modified Change Date will not be greater than 8% or less than 2.75%. Thereafter, my adjustable rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 8% or less than the Margin. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the 1ST day of MARCH, 2047, which is the present or extended Maturity Date.

3. If on 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.
4. 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.



JAMES MISHEVICH (Seal)
ADVANCE FINANCIAL CREDIT UNION-Lender

Hope A. Wargo (Seal)
HOPE A. WARGO -Borrower

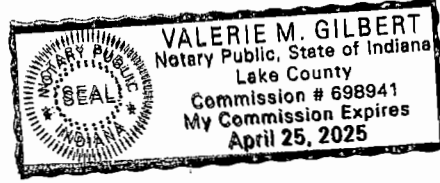
By: [Signature]
7/1/2019
Date of Lender's Signature

James M. Wargo (Seal)
JAMES M. WARGO -Borrower

[Space Below This Line for Acknowledgements]

“ I AFFRIM UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN ABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.”

STATE OF INDIANA
COUNTY OF LAKE



Val M Gilbert
VALERIE GILBERT – Notary Public

My Commission Expires

