

2020-010992

2020 Feb 13

9:53 AM

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B BROWN
RECORDER

Recording Requested By/Return To:
U.S. BANK FULFILLMENT
SERVICES
999 TECH ROW, #200
MADISON HEIGHTS, MICHIGAN
48071

[Space Above This Line For Recording Data]

LOAN MODIFICATION AGREEMENT

Loan Number 9900429628

This Loan Modification Agreement ("Agreement"), effective on 1ST DAY OF FEBRUARY, 2020, between RHONDA D. BURRELL AKA RHONDA BURRELL-SIMS, and U.S. BANK NATIONAL ASSOCIATION EXA THE LEADER MORTGAGE COMPANY ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), if any, dated JULY 18, 2001 and recorded in LAKE COUNTY JULY 24, 2001 INSTRUMENT NO. 2001 058131 and (2) the Note in the original principal sum of U.S \$47,633.00, 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

1145 E SIBLEY ST, HAMMOND, INDIANA 46320-1652
(Property Address)

the real property described being set forth as follows:

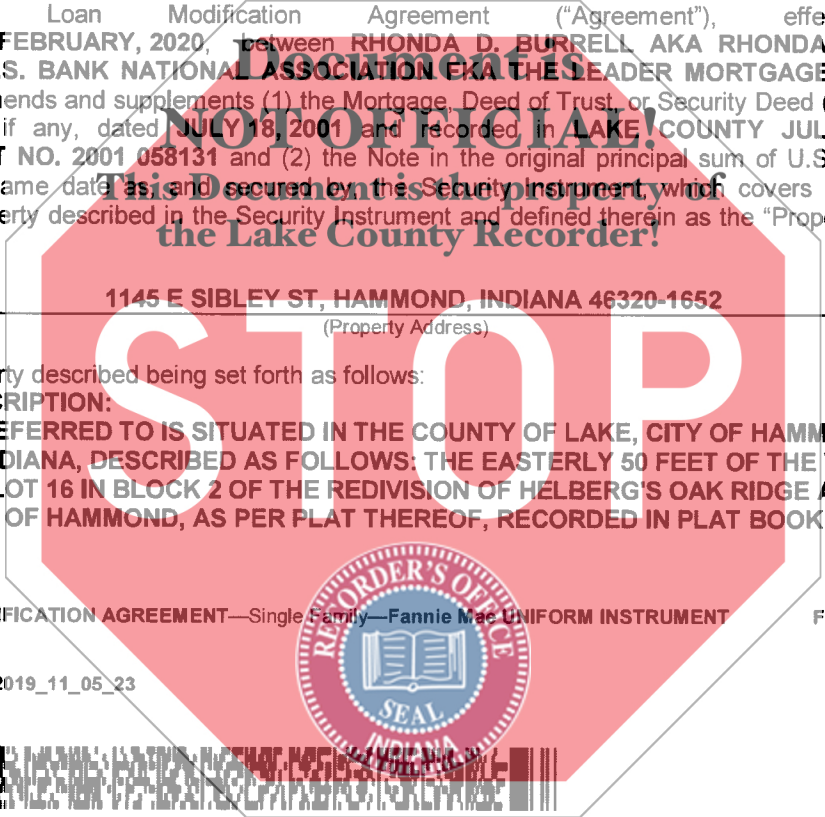
LEGAL DESCRIPTION:

THE LAND REFERRED TO IS SITUATED IN THE COUNTY OF LAKE, CITY OF HAMMOND AND STATE OF INDIANA, DESCRIBED AS FOLLOWS: THE EASTERLY 50 FEET OF THE WESTERLY 75 FEET OF LOT 16 IN BLOCK 2 OF THE REDIVISION OF HELBERG'S OAK RIDGE ADDITION TO THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 23

FHA LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae UNIFORM INSTRUMENT
1/01 (rev. 10/16)
91003003v1.3
Version 12_30_2019_11_05_23

Form 3179

(page 1 of 8)



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\$25100

#305540

db

IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. PARCEL ID: 45-03-31-380-041.000-023
Tax Parcel No.: 45-03-31-380-041.000-023

In consideration of mutual promises and agreements exchanged, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **FEBRUARY 01, 2020**, the amount payable under the Note and the Security Instrument (the "Principal Balance") is U.S. **\$32,801.01**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized. The amount of Principal being reamortized is **\$27,210.75**. The amount of Interest and costs being reamortized is **\$5,590.26**.
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 **3.8750%**, from **FEBRUARY 01, 2020**. Borrower promises to make monthly payments of principal and interest of U.S. **\$154.24**, beginning on the **1ST DAY OF MARCH, 2020**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.8750%** will remain in effect until principal and interest are paid in full. If on **FEBRUARY 01, 2050**, (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.
The terms in this paragraph shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step or simple interest rate.
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 may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the



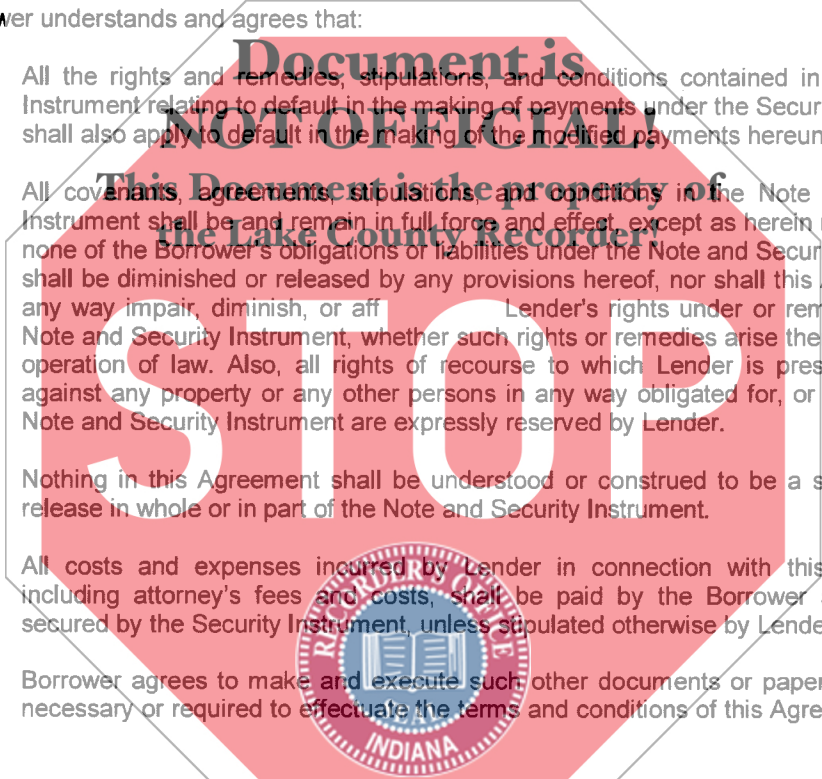
due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.

5. 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 Agreement Date set forth 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.

6. 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 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 attorney's fees and costs, 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,

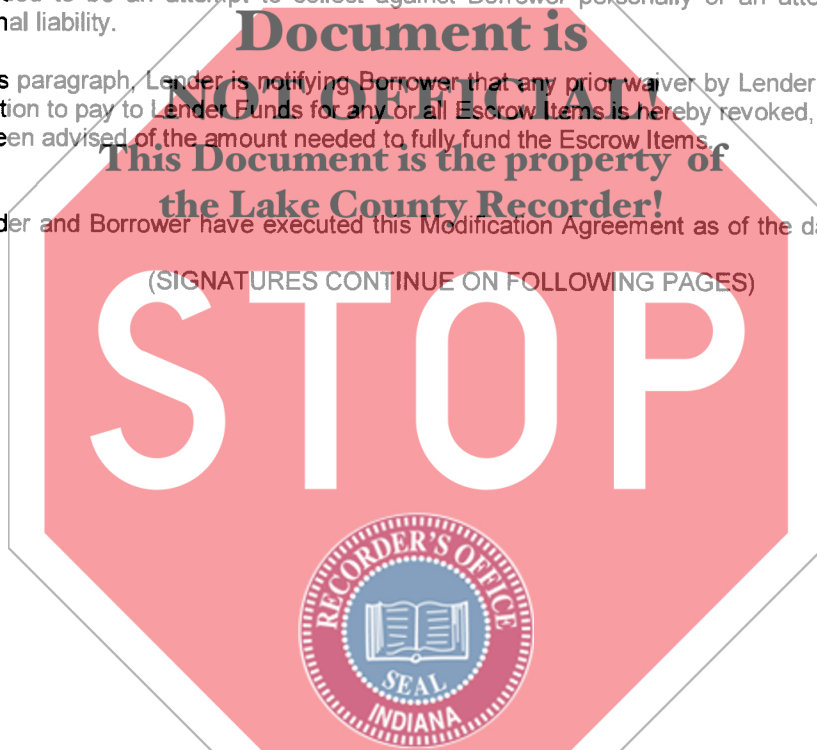


if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

- (f) In any foreclosure action dismissed as a result of entering into this Agreement, Borrower will remain liable for and bear his or her own attorney fees and costs incurred in connection with such action, if permitted by applicable law.
 - (g) The mortgage insurance premiums on Borrower's Loan may increase and the date on which Borrower may request cancellation of mortgage insurance may change as a result of the loan modification.
7. Notwithstanding anything to the contrary contained in this Agreement, Borrower and Lender acknowledge the effect of a discharge in bankruptcy that has been granted to Borrower prior to the execution of this Agreement and that Lender may not pursue Borrower for personal liability. However, Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. The parties agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default thereunder. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.
8. 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.

Whereof, Lender and Borrower have executed this Modification Agreement as of the dates indicated below.

(SIGNATURES CONTINUE ON FOLLOWING PAGES)



In Witness Whereof, the Borrower(s) have executed this agreement.

Rhonda D. Burrell AKA Rhonda-Burrell-Sims
Borrower - RHONDA D. BURRELL AKA RHONDA BURRELL-SIMS

Date: 01/31/2020

State of INDIANA)
County of _____) ss. _____)

Before me, a Notary Public in and for said County and State, personally appeared **RHONDA D. BURRELL AKA RHONDA BURRELL-SIMS** who acknowledged the execution of the foregoing LOAN MODIFICATION AGREEMENT, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this _____ day of _____,

[SEAL]

My Commission Expires: _____



CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF Sacramento
On 1/31/2020 before me, L. Lewis Notary
Date Insert Name and Title of the officer
Public, personally appeared Rhonda D. Burrell

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature: [Signature]



OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Loan Modification Agreement Document Date: 1/31/2020
Number of Pages: 8 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signers Name: _____ Signers Name: _____
 Corporate Officer - Title(s) _____ Corporate Officer - Title(s) _____
 Partner - Limited General Partner - Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

In Witness Whereof, the Lender has executed this Agreement.

Lender

U.S. BANK NATIONAL ASSOCIATION FKA THE LEADER MORTGAGE COMPANY

By: Leona A Hendrix

Printed Name: Leona A. Hendrix
Mortgage Document Officer

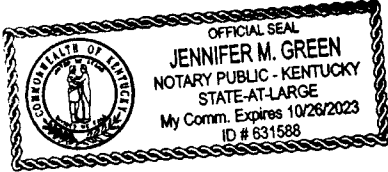
Date: 2/17/2020



State of KENTUCKY
County of DAVIESS

The foregoing instrument was acknowledged before me this 7th day of February, 2020, by Leona A Hendrix of U.S. BANK NATIONAL ASSOCIATION FKA THE LEADER MORTGAGE COMPANY a Delaware National Association, on behalf of the National Association.

(Seal, if any)



Jennifer M. Green
(Signature of person taking acknowledgment)

Manager
(Title or rank)

631588
(Serial number, if any)

My Commission expires: 10.26.23



Loan Number 9900429628

Affirmation

This instrument was prepared by Paige Broman, underwriter I affirm the penalties for perjury,
that I have taken reasonable care to redact each Social Security number in this document, unless required by law
[Signature] Paige Broman 2/7/2020

This Instrument Prepared By:
U.S. BANK NATIONAL ASSOCIATION
4801 FREDERICA ST
OWENSBORO, KENTUCKY 42301



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