**After Recording Return To:** CoreLogic SolEx 1625 NW 136th Ave, Ste E100 Sunrise, FL 33323

This Document Prepared By: Name: Daniel Tollier **Home Point** 11511 Luna RD Farmers Branch, TX 75234

2020-021982

2020 Apr 21

10:25 AM

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

Parcel Number: 45-05-33-326-008.000-004	
[Space Above This Line For Recording Original Recording Date: <b>November 06, 2017</b> Original Loan Amount: <b>\$127,645.00</b>	ng Data] Loan No: <b>0000764562</b> FHA Case No.: <b>156-3565086-703-203</b> E

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 12th day of February, 2020, between ANGELIQ L SUTTON whose address is 8500 LAKEWOOD AVE, GARY, IN 46403 ("Borrower") and Home Point Financial Corporation which is organized and existing under the laws of The United States of America, and whose address is 11511 Luna RD, Farmers Branch, TX 75234 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated October 30, 2017 and recorded in Book/Liber NIA Page NIA Instrument No: 2017 074656 and recorded on November 46, 2017, of the Official Page 11 AFE County IN and (2) the Note bearing recorded on **November 06, 2017**, of the Official Records of **LAKE County, IN** 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

**8540 LAKEWOOD AVE, GARY, IN 46403,** (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 **March 1, 2020**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$125,937.69, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of \$2,376.88 and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.



800000069



AMOUNT \$\_ CASH\_\_ \_CHARGE CHECK# SOOW OVERAGE COPY\_

NON-CONF

DEPUIY\_

- 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 3.750%, from March 1, 2020. Borrower promises to make monthly payments of principal and interest of U.S. \$583.24, beginning on the 1st day of April, 2020, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on March 1, 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.
- 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 ocument is the property of
  - (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 Instrument and that contains any such terms and provisions as those referred to in (a) above.
- 5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
- 6. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

\* 0 0 0 7 6 4 5 6 2 \*

+ 0 0 0 0 7 6 4 5 HUD MODIFICATION AGREEMENT \* 1 0 7 4 + 3 8 \*

(page 2 of 5)

7. Borrower agrees to make and execute other documents or papers as may be necessary 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. [Space Below This Line For Acknowledgments] State of Indiana County of \_\_\_LAKE , 20\_**20**\_\_\_, ANGELIQ , this <u>11TH</u> day of MARCH AQUANETTE HUDSON Before me, L SUTTON, acknowledged the execution of the annexed mortgage. Signature: County of Residence: My Commission Expires on: Origination Company: Home Point Financial Corporatione property of NMLSR ID: the Lake County Recorder!

+ 0 0 0 0 7 6 4 5 6
HUD MODIFICATION AGREEMENT

(page 3 of 5)

Home Point financial Corporation
By:(Seal) - Lender Name:(Seal) - Lender
Title: / Managing Director
Date of Lender's Signature [Space Below This Line For Acknowledgments]
State of Indiana 4 to Texas
County of Dallas
Before me, Vision Trigo, this 23 day of march, 2020 the managing Director of Home Point Financial Corporation acknowledged the execution of the annexed mortgage.
Signature: Year by
County of Residence: Nallas YESICA TREJO
My Commission Expires on: 41412022 Notary Public, State of Texas Comm. Expires 04-04-2022 Notary ID 131517081
Document is
NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!
CONTROL OF THE PROPERTY OF THE
* 0 0 0 0 7 6 4 5 6 2 * * * 1 0 7 4 + 3 8 * HUD MODIFICATION AGREEMENT 8300h 01/14 (page 4 of 5)

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.

\_*N/N/N* Signature

Printed Mame

This Document Prepared By:

Home Point 11511 Luna RD Farmers Branch, TX 75234



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

Signature

Stephen Gabbard

**Printed Name** 

This Document Prepared By:

Home Point 11511 Luna RD Farmers Branch, TX 75234



## Exhibit "A"

Loan Number: 0000764562

Property Address: 8540 LAKEWOOD AVE, GARY, IN 46403

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF LAKE AND STATE OF INDIANA: LOT NUMBERED 8, IN FIRST ADDITION TO POTTOWATTOMI PARK, IN THE CITY OF GARY, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 34, PAGE 73, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

