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2020-027960

2020 May 21

8:30 AM

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

↓

WHEN RECORDED RETURN TO  
RICHMOND MONROE GROUP/BBLN MOD  
82 JIM LINEGAR LN  
BRANSON WEST, MO 65737  
Ref#: 000532000004174

DIGIMAIL MAR 04 2020

The mailing address to which statements  
should be mailed under IC 6-1.1-22-8.1 is:

KELLY TEWELL  
2560 OAKWOOD DR  
CROWN PNT, IN 46307

Document is  
**NOT OFFICIAL!**  
This Document is the property of  
the Lake County Recorder!

The mailing address of the grantee is:

KELLY TEWELL  
2560 OAKWOOD DR  
CROWN PNT, IN 46307

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

This Loan Modification Agreement ("Agreement"), made this 5th day of February, 2020, between KELLY TEWELL ("Borrower") and "Select Portfolio Servicing, Inc" ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated September 27, 2007, in the amount of \$123,500.00 and recorded on October 2, 2007 in Book, Volume, or Liber No. , at Page (or as Instrument No. 2007 078520) , 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

2560 OAKWOOD DR, CROWN POINT, IN 46307  
(Property Address)



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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. **\$146,844.40**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$22,300.00** 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 **\$124,544.40**. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 3.625%, from **February 1, 2020**. Borrower promises to make monthly payments of principal and interest of U.S. **\$491.85**, beginning on the 1st day of **March, 2020**, 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 3.625% 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 **February 1, 2060**.
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 1 of the Timely Payment Rewards Addendum to Note and paragraph A.I. 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 .



TAX CONSEQUENCES OF LOAN MODIFICATIONS. There may be income tax consequences related to this loan modification. Because you will be responsible for paying any income tax due as a result of this loan modification, you may wish to consult a tax advisor before accepting this loan modification.

*Kelly Tevell*  
KELLY TEWELL (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower



ACKNOWLEDGMENT

State of Indiana

County of Lake

Before me, Kelly Tewell a Notary Public in and for said County and State, personally appeared KELLY TEWELL 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 2 day of March, 2020.

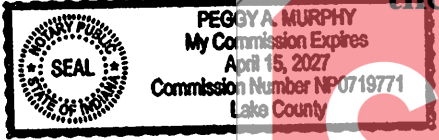
Document is NOT OFFICIAL! This Document is the property of the Lake County Recorder!

Peggy A. Murphy  
Signature of Notarial Officer

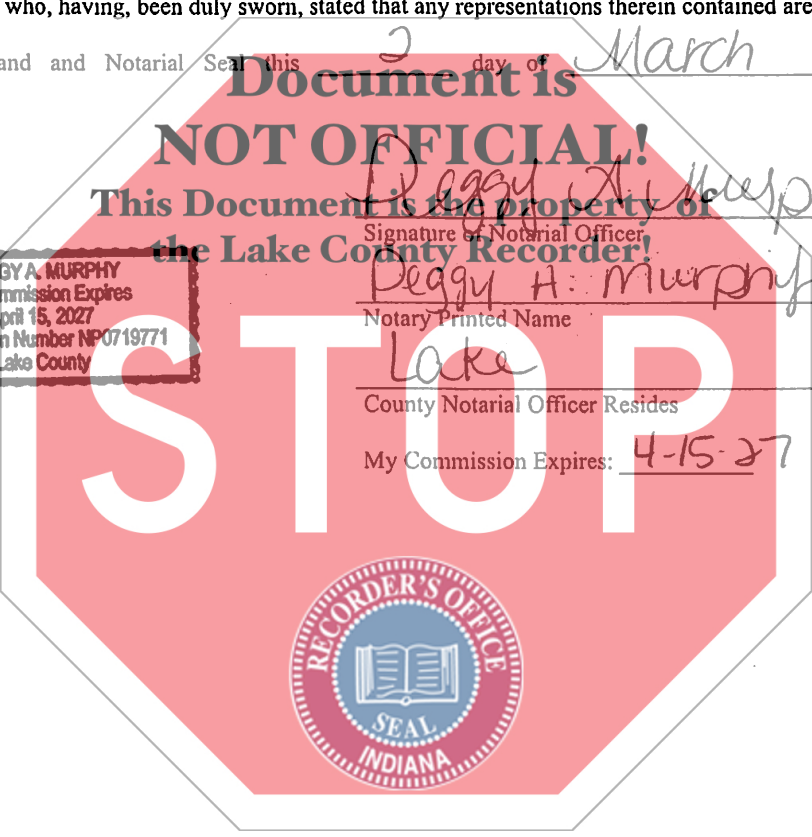
Peggy A. Murphy  
Notary Printed Name

Lake  
County Notarial Officer Resides

My Commission Expires: 4-15-27



(Seal, if any)





ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE  
"Select Portfolio Servicing, Inc"

By: Louise Farrer Louise Farrer  
-Lender Document Control Officer MAY 05 2020  
Date of Lender's Signature

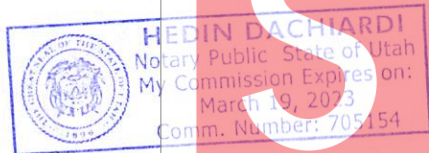
ACKNOWLEDGMENT

State of Utah

County of Salt Lake

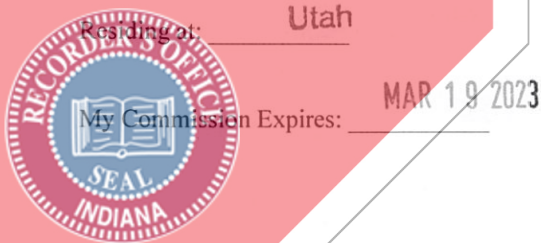
On this 5 day of May, 2020, Louise Farrer personally appeared before me

whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is a Document Control Officer of "Select Portfolio Servicing, Inc" and that said document was signed by him/her on behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors,) and said Document Control Officer acknowledged to me that said Corporation executed the same.



Signature of Notary Public Hedin Dachiardi  
Printed Name

(Seal)



This instrument was prepared by:  
**Dan Whalen**  
3217 S Decker Lake Dr  
Salt Lake City, UT 84119

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  
Dan Whalen (NAME).





EXHIBIT A

BORROWER(S): KELLY TEWELL

LOAN NUMBER: 0026817205

LEGAL DESCRIPTION:

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

LOT 36, BUILDING NO. 7, PARCEL 3, FOUR SEASONS TOWNHOUSES, TRACT 106 LAKES OF THE FOUR SEASONS AS SHOWN IN PLAT BOOK 49 PAGE 139 AND AMENDED BY AMENDED PLAT AS SHOWN IN PLAT BOOK 51 PAGE 44 BEING A PART OF TRACT 106, LAKES OF THE FOUR SEASONS, UNIT NO. 1, AS SHOWN IN PLAT BOOK 37 PAGE 63 IN LAKE COUNTY, INDIANA.

Parcel ID Number: 45-17-09-279-005.000-044

ALSO KNOWN AS: 2560 OAKWOOD DR, CROWN POINT, IN 46307

