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**2020-063558**

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

2020 Sep 14 8:35 AM



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

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**HOME AFFORDABLE MODIFICATION AGREEMENT**

Loan Number 9902245740

This Loan Modification Agreement ("Agreement"), effective on 1ST DAY OF SEPTEMBER, 2020, between AIMEE HARRIS ("Borrower"), and U.S. BANK NATIONAL ASSOCIATION ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated JANUARY 23, 2015 and recorded in LAKE COUNTY JANUARY 30, 2015 INSTRUMENT NO. 2015 006043 INSTRUMENT NO. 2015 019203 and (2) the Note in the original principal sum of U.S. \$178,703.00, 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

964 E GREENWOOD AVE, CROWN POINT, INDIANA 46307-0000  
(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 CROWN POINT AND STATE OF INDIANA, DESCRIBED AS FOLLOWS: LOT 225 IN BRIARWOOD UNIT NO. 9 SUBDIVISION, IN THE CITY OF CROWN POINT, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 47 PAGE 36, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. PARCEL ID: 45-16-09-354-024.000-042  
Tax Parcel No.: 45-16-09-354-024.000-042

91003004v2.2  
Rev. 10/16  
Version 07\_22\_2020\_15\_24\_22

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If my representations and covenants in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Security Instrument on the Property, and (2) the Promissory Note secured by the Security Instrument ("Original Note"). The Security Instrument and Original Note together, as they may previously have been amended, are referred to as the "Loan Documents." Except for "Subordinate Note" and "Subordinate Security Instrument", capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

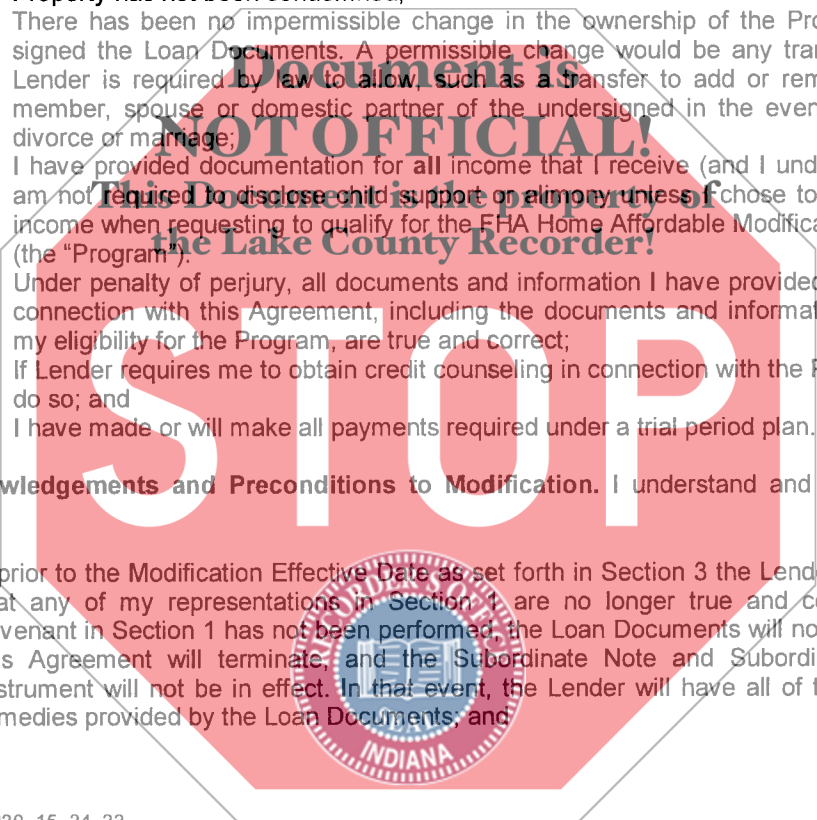
I understand that after I sign and return the Subordinate Note, Subordinate Security Instrument, and two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations and Covenants.** I certify, represent to Lender, covenant and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents or my default is imminent, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. One of the borrowers signing this Agreement, the Subordinate Note, and the Subordinate Security Instrument lives in the Property as a principal residence, and the Property has not been condemned;
- C. There has been no impermissible change in the ownership of the Property since I signed the Loan Documents. A permissible change would be any transfer that the Lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic partner of the undersigned in the event of a death, divorce or marriage;
- D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the FHA Home Affordable Modification Program (the "Program").
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and
- G. I have made or will make all payments required under a trial period plan.

2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

- A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct or any covenant in Section 1 has not been performed, the Loan Documents will not be modified, this Agreement will terminate, and the Subordinate Note and Subordinate Security Instrument will not be in effect. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents, and



- B. I understand that the Loan Documents will not be modified unless and until (i) the Lender accepts this Agreement by signing and returning a copy of it to me, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.
3. **The Modification.** If my representations and covenants in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on **SEPTEMBER 01, 2020** (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a trial period plan, this modification will not take effect. The first modified payment will be due on **OCTOBER 01, 2020**.
- A. The Maturity Date will be: **SEPTEMBER 01, 2050**.
- B. The current Total Outstanding Balance of my loan includes all unpaid principal and amounts that will be past due as of the Modification Effective Date. The current Total Outstanding Balance of my Original Note includes unpaid principal, unpaid and deferred interest, fees, escrow advances and other costs, but excludes unpaid late charges, and is less any amounts paid to the Lender but not previously credited to my Loan. The current Total Outstanding Balance of my loan is ~~\$175,109.72~~.
- C. The Total Outstanding Balance will be reduced by ~~\$34,407.19~~. This amount will be included in a new, non-interest bearing Subordinate Note ("Subordinate Note"), payable to HUD, and will not be due until the Original Note is paid off, matures, or I sell the property, whichever is earliest.
- D. The Total Outstanding Balance less the amount of the Subordinate Note, or ~~\$140,702.53~~, will be the New Principal Balance of my Original Note. Interest at the rate of ~~3.6250%~~ will begin to accrue on the New Principal Balance as of ~~SEPTEMBER 01, 2020~~ and the first new monthly payment on the New Principal Balance will be due on ~~OCTOBER 01, 2020~~. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
30	3.6250%	09-01-2020	\$641.68	\$548.20, may adjust periodically	\$1,189.88, may adjust periodically	10-01-2020	360

\*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.



The above terms in this Section 3.D. 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.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan. My modified Loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest being added to the outstanding principal balance.

- E. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- F. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.D.
- G. I agree to pay in full the Subordinate Note and any other amounts still owed under the Loan Documents by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay all amounts due and owing under the Original Note, including any subsequent modifications to the Original Note, or (iii) the new Maturity Date set forth in Section 3.A above.

4. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, the Subordinate Note, and the Subordinate Security Instrument, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.
- B. That this Agreement, the Subordinate Note, and the Subordinate Security Instrument shall supersede the terms of any modification, forbearance, trial period plan or other workout plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, the Subordinate Note, and the Subordinate Security Instrument with all covenants, agreements, and requirements of the Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.



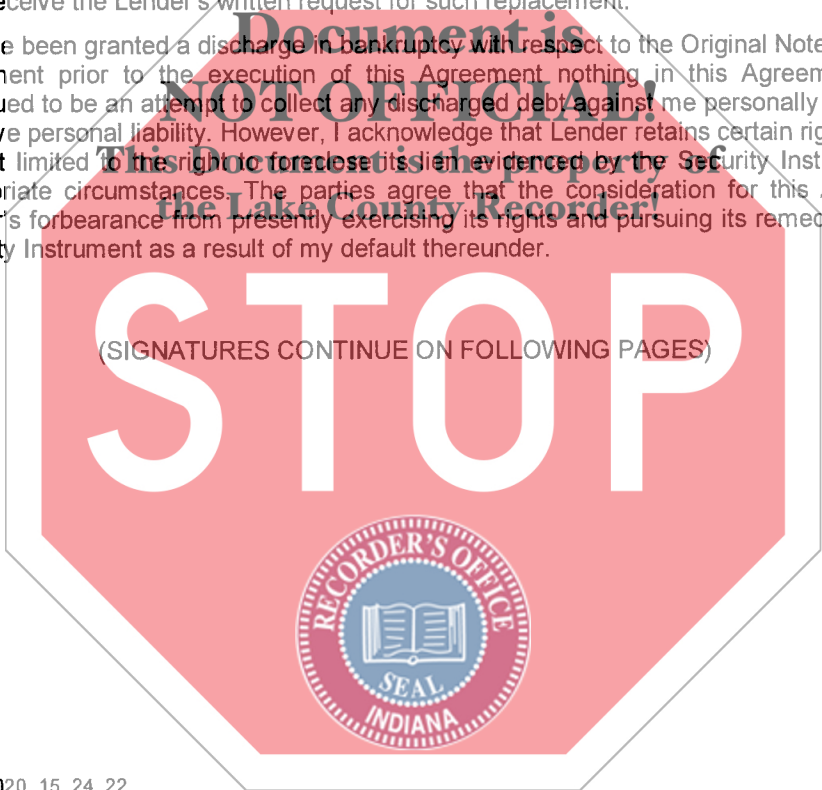
- D. That this Agreement constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my escrow account.
- E. That the Loan Documents as modified by this Agreement are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed. The Loan Documents constitute a first lien on the Property and are in no way prejudiced by this Agreement.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, the Subordinate Note, and the Subordinate Security Instrument, remain in full force and effect; nothing in this Agreement or the Subordinate Note, or the Subordinate Security Instrument shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Subordinate Note, and the Subordinate Security Instrument, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me 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 I must pay all sums secured by the Subordinate Security Instrument. If I fail 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 me.
- H. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- I. That, as of the Modification Effective Date, if any provision in the Original Note or in any addendum or amendment to the Original Note allowed for the assessment of a penalty for full or partial prepayment of the Original Note, such provision is null and void.
- J. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and not withstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination



agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.

- K. That, if any foreclosure action against me is dismissed as a result of entering into this Agreement, I will remain liable for and bear my own attorney fees and costs incurred in connection with such action, if permitted by applicable law.
  - L. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the FHA Home Affordable Modification Program.
  - M. That if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. All documents the Lender requests of me under this Section 4.M. shall be referred to as "Documents". I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.
5. If I have been granted a discharge in bankruptcy with respect to the Original Note and Security Instrument prior to the execution of this Agreement nothing in this Agreement shall be construed to be an attempt to collect any discharged debt against me personally or an attempt to revive personal liability. However, I acknowledge 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 my default thereunder.

(SIGNATURES CONTINUE ON FOLLOWING PAGES)



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

Nirvana Church  
Witness Printed Name - Nirvana Church

Aimee Harris  
Borrower - **AIMEE HARRIS**

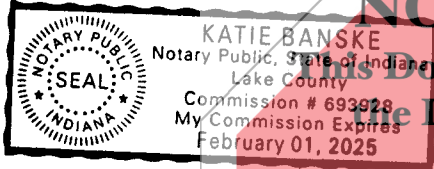
Date: 8, 19, 2020

State of **INDIANA** )  
County of Lake )  
Enter County Here

Before me, a Notary Public in and for said County and State, personally appeared **AIMEE HARRIS** who acknowledged the execution of the foregoing HOME AFFORDABLE MODIFICATION AGREEMENT.

Witness my hand and Notarial Seal this 19 day of August, 2020

[SEAL]



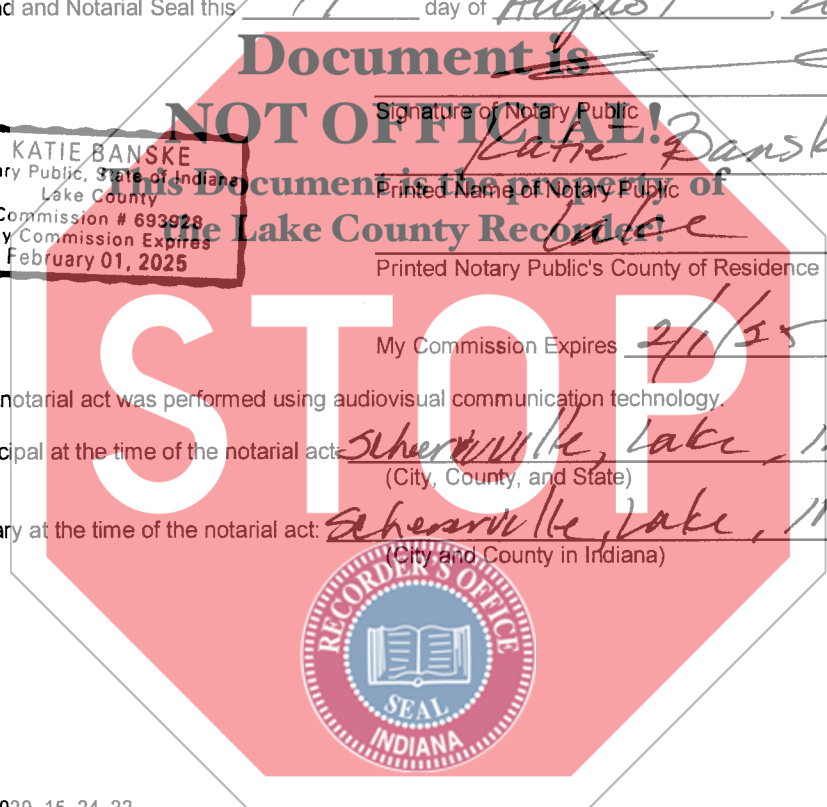
**Document is NOT OFFICIAL!**  
Signature of Notary Public: Katie Banske  
Printed Name of Notary Public: Katie Banske  
Printed Notary Public's County of Residence: Lake

My Commission Expires 2/1/25

[ ] This remote notarial act was performed using audiovisual communication technology.

Location of principal at the time of the notarial act: Schererville, Lake, IN  
(City, County, and State)

Location of notary at the time of the notarial act: Schererville, Lake, IN  
(City and County in Indiana)



**Acknowledgment in an Individual Capacity and Proof by Subscribing Witness Notarial Certificates for a Notary Public**

IN WITNESS WHEREOF, Grantor has executed this deed this 19th day of August, 2020.

*Aimee Harris*  
[ Grantor's Signature]

\_\_\_\_\_  
[ Grantor's Signature]

Aimee Harris  
[Grantor's Printed Name]

\_\_\_\_\_  
[Grantor's Printed Name]

EXECUTED AND DELIVERED in my presence:

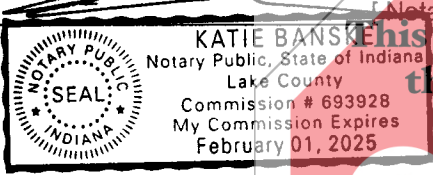
Witness: *Nirvana Church*  
[Witness' Signature]

Nirvana Church  
[Witness' Printed Name]

STATE OF INDIANA )  
COUNTY OF Lake )

Before me, a Notary Public in and for said County and State personally appeared Aimee Harris [Grantor's Name] who acknowledged the execution of the foregoing instrument. Witness my hand and Notarial Seal this 19th day of August, 2020.

\_\_\_\_\_  
[Notary Public's Signature]

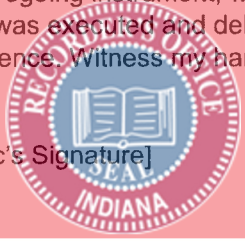
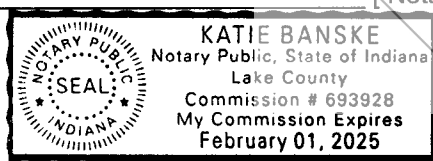


**Document is the property of the Lake County Recorder!**

STATE OF INDIANA )  
COUNTY OF Lake )

Before me, a Notary Public in and for said County and State, personally appeared Nirvana Church [Witness' Name], being known or proved to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Aimee Harris [Grantor's Name] in the foregoing subscribing witness' presence. Witness my hand and Notarial Seal this 19th day of August, 2020.

\_\_\_\_\_  
[Notary Public's Signature]





**WITNESS NOTARIZATION**

State of INDIANA

County of Lake

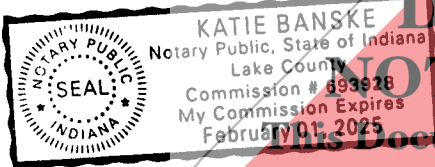
Before me, a Notary Public in and for said County and State, personally appeared Nirvana Church and \_\_\_\_\_

[Witness Name(s)], being known to me to be the person(s) whose name is/are subscribed as witness(es) to the foregoing instrument, who, being duly sworn by me, depose(s) and say(s) that the foregoing instrument was executed and delivered by **AIMEE HARRIS** [Grantor's or other Signer's Name] in the presence of the above-named subscribing witness(es), and that the above-named subscribing witness(es) is/are not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

Witness my hand and Notarial Seal this 19 day of August 2020

[SEAL]

Notary Public



Katie Banske  
Printed Name of Notary Public

Lake  
Printed Notary Public's County of Residence

My Commission Expires: 2/1/25

[ ] This remote notarial act was performed using audiovisual communication technology.

Location of witness at the time of the notarial act: Schererville, Lake, IN  
(City, County, and State)

Location of notary at the time of the notarial act: Schererville, Lake, IN  
(City, County, and State)



In Witness Whereof, the Lender has executed this Agreement.

Lender

**U.S. BANK NATIONAL ASSOCIATION**

By: Leona A Hendrix

Printed Name: Leona A. Hendrix  
Mortgage Document Officer

Title: \_\_\_\_\_

Date: 8/31/2020

[Signature]  
Witness for Lender (Print Name) - \_\_\_\_\_

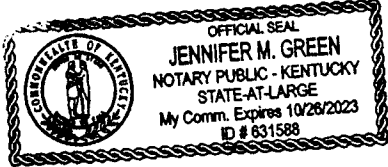


State of KENTUCKY  
County of DAVIESS

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of

August 2020, by Leona A. Hendrix of U.S.  
Mortgage Document Officer of U.S.  
BANK NATIONAL ASSOCIATION a Delaware National Association, on behalf of the National  
Association.

(Seal, if any)



Jennifer Green  
(Signature of person taking acknowledgment)

Manager  
(Title or rank)

631588  
(Serial number, if any)

My Commission expires: 10.26.23



**WITNESS NOTARIZATION**

State of INDIANA Kentucky  
County of Daviess

Before me, a Notary Public in and for said County and State, personally appeared Kevin Bunch and \_\_\_\_\_

[Witness Name(s)], being known to me to be the person(s) whose name is/are subscribed as witness(es) to the foregoing instrument, who, being duly sworn by me, depose(s) and say(s) that the foregoing instrument was executed and delivered by Leona A. Hendrix [Grantor's or other Signer's Name] in the presence of the above-named subscribing witness(es), and that the above-named subscribing witness(es) is/are not a party to the transaction described in the foregoing instrument and will not receive any interest in or proceeds from the property that is the subject of the transaction.

Witness my hand and Notarial Seal this 31<sup>st</sup> day of August, 2020

[SEAL]

Jennifer Green  
Notary Public

Jennifer Green  
Printed Name of Notary Public

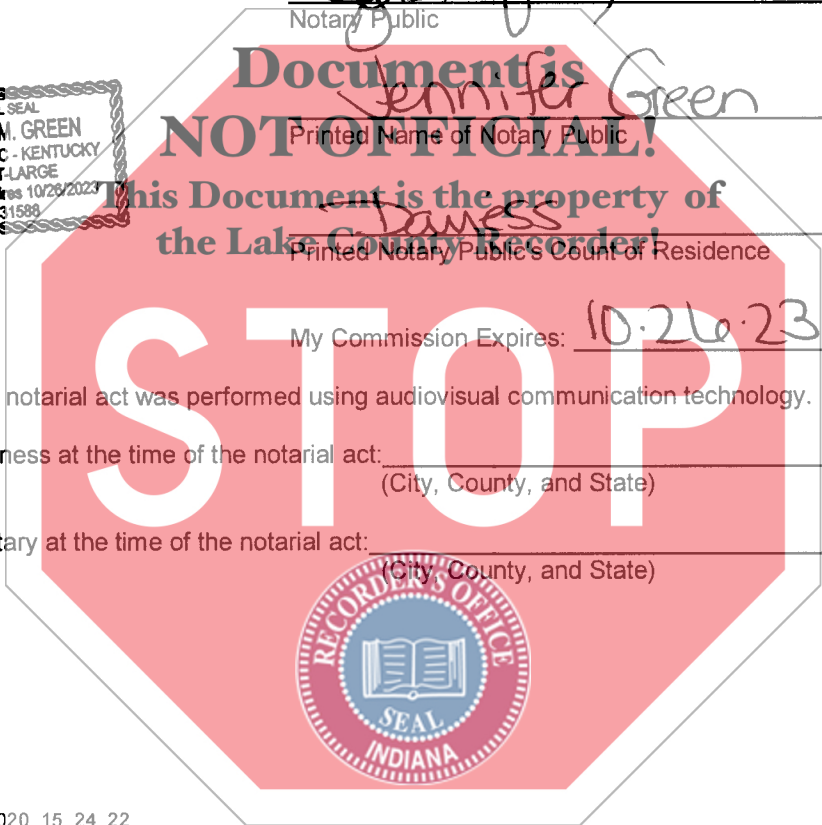
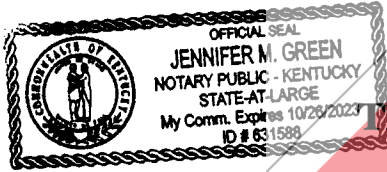
Daviess  
Printed Notary Public's County of Residence

My Commission Expires: 10.26.23

[ ] This remote notarial act was performed using audiovisual communication technology.

Location of witness at the time of the notarial act: \_\_\_\_\_  
(City, County, and State)

Location of notary at the time of the notarial act: \_\_\_\_\_  
(City, County, and State)

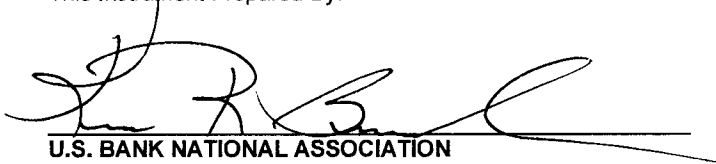


Loan Number 9902245740

Affirmation

This instrument was prepared by Kevin R Bunch. 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 LRSL 8-31-2020.

This Instrument Prepared By:



U.S. BANK NATIONAL ASSOCIATION  
4801 FREDERICA ST  
OWENSBORO, KENTUCKY 42301



91003004v2.2  
Rev. 10/16  
Version 07\_22\_2020\_15\_24\_22

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