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2020-083140

2020 Nov 17 8:43 AM

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

When recorded mail to: 12548392
FAMS-DTO Rec
3 First American Way
Santa Ana, CA 92707
Rushmore | 28583.2 | PR DOCS
R1.IN PRISCO-KA | Standard

This Document Prepared By:
Jesse Brecht
Rushmore Loan Management Services LLC
15480 Laguna Canyon Road
Irvine, CA 92618

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Original Recording Date: ~~October 15, 2014~~
Original Loan Amount: ~~\$179,685.00~~

Loan No: 4400430958
Investor Loan No: 0213859753
MNY Number: 100437200001003166
FHA Case No.: 156-2266053-703-203B

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This Document is the property of the Lake County Recorder!

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 16th day of September, 2020, between **MICHELLE C. PRISCO-KALCH** and **MICHAEL PRISCO** whose address is **9911 JOLIET ST, SAINT JOHN, IN 46373** ("Borrower") and Owner, **First Guaranty Mortgage Corporation** and through **Rushmore Loan Management Services LLC** which is organized and existing under the laws of **Delaware**, and whose address is **1755 Wittington Place Ste. 400, Farmers Branch, TX 75234** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of **1901 E. Voorhees Street, Suite C, Danville, IL 61834** or **P.O. Box 2026, Flint, MI 48501-2026**, tel. **(888) 679-MERS**, ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **October 10, 2014** and recorded in **Instrument No: 2014 065361** and recorded on **October 15, 2014**, 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

9911 JOLIET ST, SAINT JOHN, IN 46373,
(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):



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HUD MODIFICATION AGREEMENT
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1. As of **October 1, 2020**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$162,341.00**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$16,203.00** 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.
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 **3.375%**, from **October 1, 2020**. Borrower promises to make monthly payments of principal and interest of U.S. **\$717.70**, beginning on the **1st** day of **November, 2020**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **October 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
 - (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.
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.



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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.
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.
8. "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Mortgagee of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address of P.O. Box 2026, Flint, MI 48501-2026, and a street address of 1901 Voorhees Street, Suite C, Danville, IL 61834. The MERS telephone number is (888) 679-MERS.



Michelle C. Prisco-Kalch
 MICHELLE C. PRISCO-KALCH -Borrower

Date: 10-16-20

Michael Prisco
 MICHAEL PRISCO -Non-Obligor

Date: 10/16/20

WITNESS to the signature(s) on the foregoing instrument to which this Proof is attached:

Witness Signature: *Sheena Pennington*

Witness Name: Sheena Pennington

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State of Indiana
County of Lake

Before me, Kathryn Egebrecht, this 16th day of October, 2020,
MICHELLE C. PRISCO-KALCH and MICHAEL PRISCO, acknowledged the execution of the annexed mortgage.

Signature: Kathryn Egebrecht

County of Residence: Lake

My Commission Expires on: 07/22/2027

PROOF:
State of Indiana
County of Lake

Before me, a Notary Public in and for said County and State, on October 16, 2020, personally appeared the above named WITNESS to the foregoing instrument, who, being by me duly sworn, did depose and say that he/she knows **MICHELLE C. PRISCO-KALCH and MICHAEL PRISCO** to be the individual(s) described in and who executed the foregoing instrument; that said **WITNESS** was present and saw said **MICHELLE C. PRISCO-KALCH and MICHAEL PRISCO** execute the same; and that said **WITNESS** at the same time subscribed his/her name as a witness thereto.

Kathryn Egebrecht
NOTARY PUBLIC

Notary Name exactly as Commission
Notary Public - State of Indiana
My Commission Expires: 07/22/2027
Commission No. NP0721426



KATHRYN EGBRECHT
Notary Public - Seal
Lake County - State of Indiana
Commission Number NP0721420
My Commission Expires Jul 22, 2027



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Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Name: Tim Lightfoot

Title: Assistant Secretary

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The State of TEXAS

County of DALLAS

Before me KIRK P DUNAR (name/title of officer) on this day personally appeared

Tim Lightfoot, the Assistant Secretary of

Mortgage Electronic Registration Systems, Inc

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PERSONALLY KNOWN

known to me (or proved to me on the oath of _____ for through _____
(description of identity card or other document) to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he executed the same for the purposes and
consideration therein expressed.

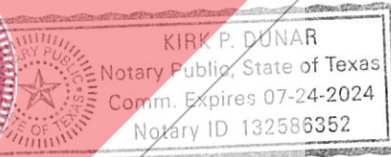
Given under my hand and seal of office this NOV 03 2020 day of _____ A.D., _____.

[Signature]
Signature of Officer

NOTARY PUBLIC

Title of Officer

My Commission expires : 24 JUL 2024



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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.



Signature

Tim Lightfoot

Printed Name

This Document Prepared By:
Jesse Brecht
Rushmore Loan Management Services LLC
15480 Laguna Canyon Road
Irvine, CA 92618



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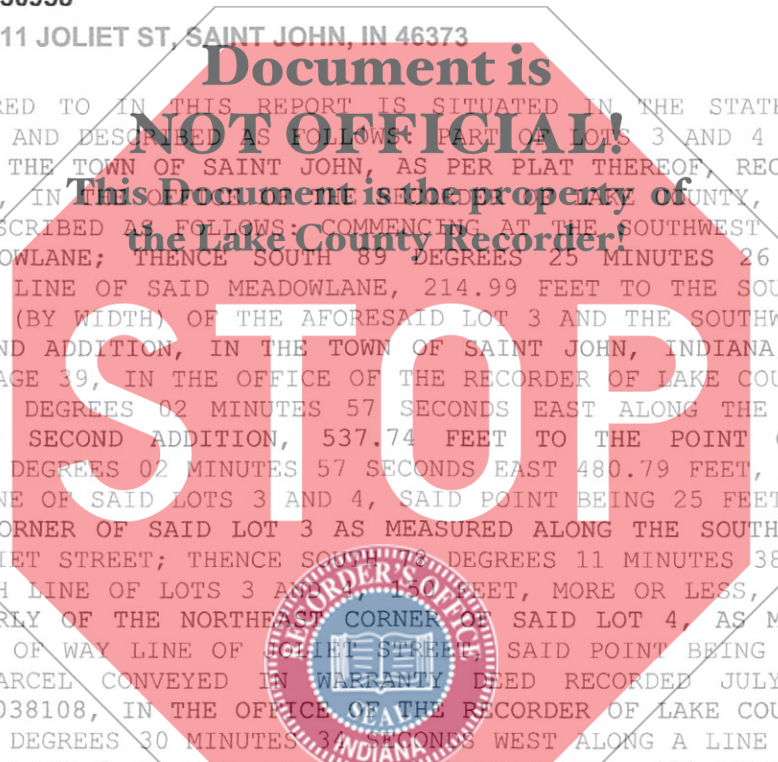
Exhibit "A"

Loan Number: **4400430958**

Property Address: **9911 JOLIET ST, SAINT JOHN, IN 46373**

Legal Description:

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF INDIANA, COUNTY OF LAKE, AND DESCRIBED AS FOLLOWS: PART OF LOTS 3 AND 4 IN MEADOWLANE SUBDIVISION, IN THE TOWN OF SAINT JOHN, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 24 PAGE 42, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 IN SAID MEADOWLANE; THENCE SOUTH 89 DEGREES 25 MINUTES 26 SECONDS EAST ALONG THE SOUTH LINE OF SAID MEADOWLANE, 214.99 FEET TO THE SOUTHWEST CORNER OF THE WEST 3/4 (BY WIDTH) OF THE AFORESAID LOT 3 AND THE SOUTHWEST CORNER OF MEADOWLANE SECOND ADDITION, IN THE TOWN OF SAINT JOHN, INDIANA, AS SHOWN IN PLAT BOOK 102 PAGE 39, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE NORTH 00 DEGREES 02 MINUTES 57 SECONDS EAST ALONG THE WEST LINE OF SAID MEADOWLANE SECOND ADDITION, 537.74 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 02 MINUTES 57 SECONDS EAST 480.79 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID LOTS 3 AND 4, SAID POINT BEING 25 FEET SOUTHEAST OF THE NORTHWEST CORNER OF SAID LOT 3 AS MEASURED ALONG THE SOUTHERLY RIGHT OF WAY LINE OF JOLIET STREET; THENCE SOUTH 78 DEGREES 11 MINUTES 38 SECONDS EAST ALONG SAID NORTH LINE OF LOTS 3 AND 4, 150 FEET, MORE OR LESS, TO A POINT 25 FEET NORTHWESTERLY OF THE NORTHEAST CORNER OF SAID LOT 4, AS MEASURED ALONG THE NORTH RIGHT OF WAY LINE OF JOLIET STREET, SAID POINT BEING THE NORTHWEST CORNER OF A PARCEL CONVEYED IN WARRANTY DEED RECORDED JULY 7, 1995 AS DOCUMENT NO. 95038108, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE SOUTH 00 DEGREES 30 MINUTES 37 SECONDS WEST ALONG A LINE PARALLEL WITH THE EAST LINE OF LOT 5 OF SAID MEADOWLANE SUBDIVISION, 480 FEET TO THE NORTH LINE OF SAID MEADOWLANE SECOND ADDITION; THENCE NORTH 78 DEGREES 11 MINUTES 35 SECONDS WEST, 146.06 FEET TO THE POINT OF BEGINNING.



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304 12338 06/18 Exhibit A Legal Description Attachment



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