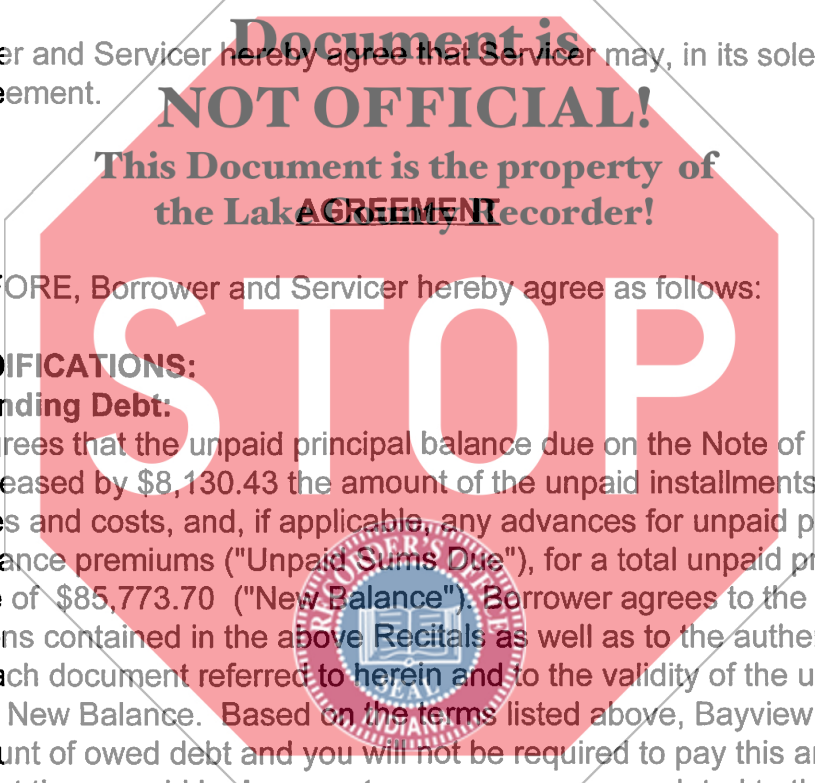




adjust the scheduled amortization of the Note to permit Borrower to meet Borrower's obligations to Servicer in full and in a timely manner. The requested adjustment will benefit Borrower, Servicer and any junior lien holder, by avoiding the possible foreclosure of the Loan by Servicer. Accordingly, it is considered to be in the best interest of all concerned to enter this Loan Adjustment Agreement ("Agreement").

D. Borrower hereby agrees that this Agreement may only become effective upon Borrower's completion of the Stipulation Agreement dated June 11, 2020. If Borrower successfully completes all the terms of said Stipulation, Servicer will execute this Agreement and adjust the Loan accordingly. However, said execution is subject to Borrower's addressing and clearing of any and all title issues to Servicer's satisfaction.

E. Both Borrower and Servicer hereby agree that Servicer may, in its sole discretion, record this Agreement.



NOW, THEREFORE, Borrower and Servicer hereby agree as follows:

**1. NOTE MODIFICATIONS:**

**(a) Outstanding Debt:**

Borrower agrees that the unpaid principal balance due on the Note of \$77,643.27 , shall be increased by \$8,130.43 the amount of the unpaid installments, interest, late charges, fees and costs, and, if applicable, any advances for unpaid property taxes and/or insurance premiums ("Unpaid Sums Due"), for a total unpaid principal balance due of \$85,773.70 ("New Balance"). Borrower agrees to the accuracy of the allegations contained in the above Recitals as well as to the authenticity and validity of each document referred to herein and to the validity of the unpaid sums due and the New Balance. Based on the terms listed above, Bayview may forgive a certain amount of owed debt and you will not be required to pay this amount. Please be aware that there could be **income tax consequences** related to this forgiveness and you are advised to seek guidance from an independent tax professional.

**(b) New Monthly Payments, Payment Adjustments:**

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

1-5	2.000%	06/01/20 20	\$508.96	\$671.52	\$1,180.4 8	07/01/20 20	60
6	3.000%	06/01/20 25	\$537.77	Adjust Annually	Adjust Annually	07/01/20 25	12
7	4.000%	06/01/20 26	\$565.09	Adjust Annually	Adjust Annually	07/01/20 26	12
8-17	5.000%	06/01/20 27	\$590.74	Adjust Annually	Adjust Annually	07/01/20 27	114

Interest shall be computed on the actual number of days elapsed and an assumed year of 360 days.

**(c) New Maturity Date:**

The maturity date will be 12/01/2036, on which date any unpaid interest and all other sums due shall be paid in full.

**2. ESTABLISHMENT OF IMPOUND/ESCROW ACCOUNT:**

Borrower acknowledges that Servicer will establish an impound/escrow account for the collection of property taxes and insurance premiums if such account is not currently in existence. Servicer will analyze the impound/escrow account from time to time. As a result of this analysis, the escrow portion of Borrower's monthly payment may change. Borrower further acknowledges that the escrow portion of his/her monthly payment may be substantially higher than the estimate. (Note: In certain states, impound/escrow accounts do not collect for payment of taxes pertaining to Bond/Special Assessments and Irrigation/Water District).

**3. MORTGAGE INSURANCE:**

Borrower agrees that the mortgage insurance premiums on the Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of this Agreement.

**4. AGREEMENT NOT TO ENCUMBER:**

Borrower agrees that it will not voluntarily or involuntarily: (i) grant any interest in or option with respect to, any of the Property; or (ii) create or permit to exist any lien, security interest, or other charge or encumbrance upon or with respect to any of the Property, except for Servicer's already existing security interest and lien, or sell the Property for the benefit of itself or any party or in any manner other than that contemplated by this Agreement.

**5. NO OTHER CHANGES:**

Except as expressly adjusted by this Agreement, all of the covenants, agreements, stipulations, and conditions in the Note and the Security Instrument remain unmodified

and in full force and effect. The Security Instrument continues to secure on a first and prior lien basis the due and punctual payments of the Note, as modified by this Agreement. None of Borrower's obligations or liabilities under the Security Instrument shall be diminished or released by any provisions herein. Nor shall this Agreement in any way impair, diminish, or affect any of the Borrower's rights or remedies in the Security Instrument whether such rights or remedies arise herein or by operation of law. Any inserted terms, changes or additions to this Agreement will immediately render it null and void. Borrower is encouraged to review this Agreement with his/her legal advisor prior to signing it, but by signing the below Borrower has voluntarily signed this Agreement.

**6. NO RELIANCE; CONSTRUCTION:**

Each of the parties hereto hereby declares that, prior to the execution of this Agreement, they have apprized themselves of sufficient relevant data in order that they might intelligently exercise their own judgments in deciding on the contents of this Agreement and whether to execute this Agreement. Borrower declares that his/her decision to execute this Agreement is not as a result of undue influence or duress, and not predicated on or influenced by any declarations or representations not set forth in this Agreement, by Servicer, or any other person or party or any predecessors in interest, its successors, assigns, officers, directors, employees, agents or attorneys. Each of the parties hereto hereby further acknowledges and agrees that each of them has had significant input in the development of this Agreement and this Agreement shall not therefore be construed.

**7. NO ORAL MODIFICATION:**

This Agreement may not be amended or modified in any way except by a written instrument executed by all of the parties hereto.

**8. SUCCESSORS AND ASSIGNS:**

This Agreement shall be binding upon and inure to the benefit of the signatories to this Agreement and each of their respective successors and assigns. The obligations of the signatories to this Agreement shall not be delegated or assigned.

**9. ATTORNEY'S FEES:**

In the event that any party hereto brings suit for the collection of any damages resulting from, or the injunction of any action constituting, a breach of any terms or provisions of this Agreement or the Loan Documents, then the prevailing party shall be entitled to recover all reasonable court costs and attorneys' fees, at all levels, to the extent permitted by the contract and applicable law.

Borrower agrees not to make any claim to any attorney fees and costs, to the extent permitted by the contract and applicable law, against Lender in the event there is a pending foreclosure case/action which is voluntarily dismissed by Lender as a result of



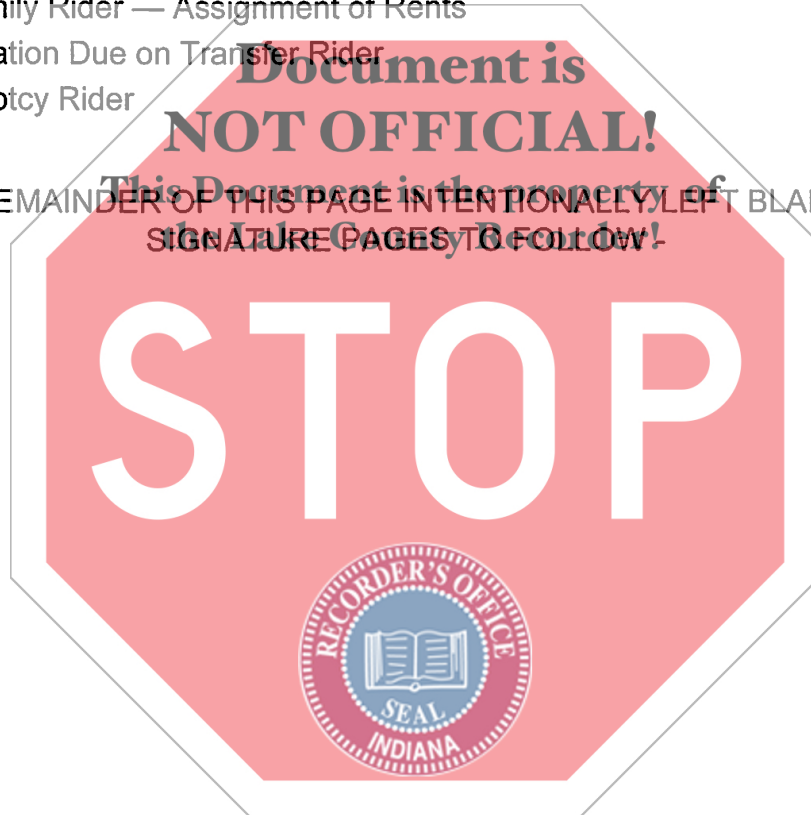
this modification agreement or similar settlement reached between the parties. Borrower acknowledges that a voluntary dismissal by Lender under such circumstances shall not make the Borrower the prevailing party in such foreclosure action/case for the purposes of this section.

**10. RIDERS:**

If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification.

- 1-4 Family Rider — Assignment of Rents
- Modification Due on Transfer Rider
- Bankruptcy Rider

- REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK,  
SIGNATURE PAGES TO FOLLOW!



IN WITNESS WHEREOF, Servicer and Borrower have executed this Loan Adjustment Agreement,

Borrower:

By: *Mrs. Cynthia J. Castor* Date: 6/18/20  
MIA C CASTOR

By: *[Signature]* Date: 6/18/20  
ZOSIMO P CASTOR

NOTARY ACKNOWLEDGEMENT

STATE OF Indiana

COUNTY OF Lake

On June 18, 2020, before me, Tina Sandberg a notary public for and within the said county, personally appeared, MIA CASTOR and ZOSIMO CASTOR, as the Borrower(s), personally known to me (or 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 acknowledge 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) on the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal this the 18th day of June, 2020.

[Official Notary Seal] **TINA SANDBERG**  
Notary Public, State of Indiana  
Porter County  
Commission # 688031  
My Commission Expires  
July 14, 2024

By: *Tina Sandberg*  
Notary Public: Tina Sandberg  
My Commission Expires: July 14, 2024

(To Be Completed by Notary Acknowledging Transaction Documents)

Notary's Full Name (as it appears on official Notary Stamp/Seal):  
Tina Sandberg

Notary Contact: Primary Phone: (219) 663-8480

Cell Phone: (219) 916-2349

E-mail: tina@kutanovskilaw.com

Notary License Information:  
County and State in which notary is licensed: Porter, IN

License/Commission Number: 688031

Expiration Date: July 14, 2024

*Tina Sandberg*  
Signature



**Servicer:** [Signature]  
 By [Signature] Tatiana Lopez  
Assistant Vice President Date: 6/25/2020  
 M&T Bank, by its Attorney-in-Fact, Bayview Loan Servicing, LLC

**NOTARY ACKNOWLEDGEMENT**

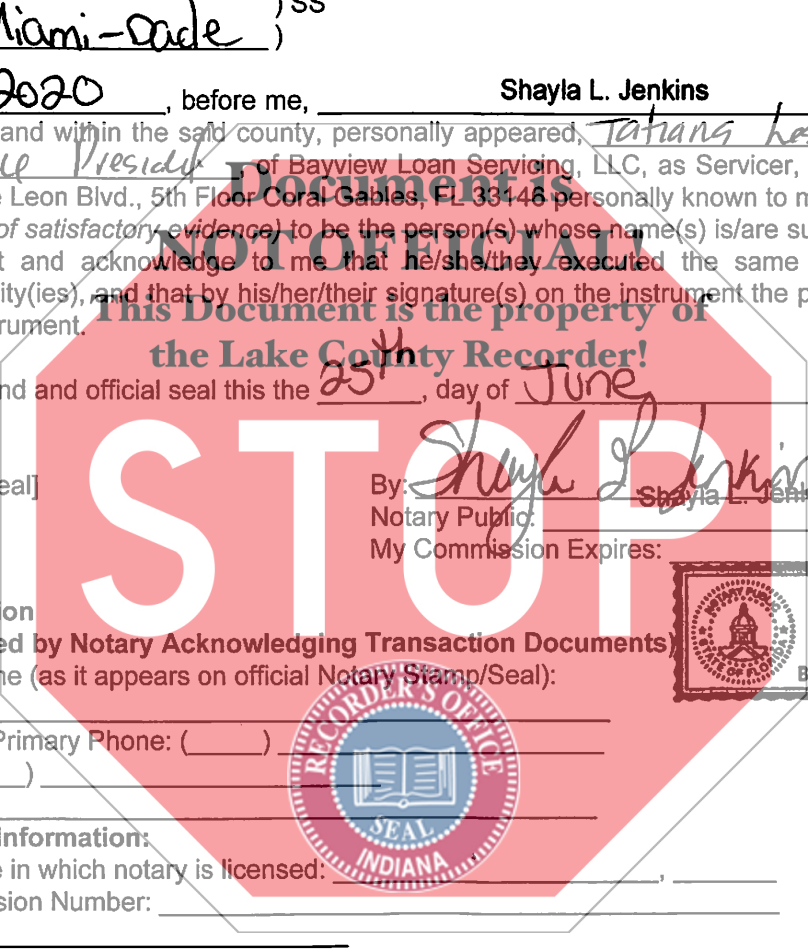
STATE OF Florida )  
 COUNTY OF Miami-Dade ) SS

On 6-25-2020, before me, Shayla L. Jenkins a  
 notary public for and within the said county, personally appeared, Tatiana Lopez  
Asst Vice President of Bayview Loan Servicing, LLC, as Servicer, whose address  
 is 4425 Ponce de Leon Blvd., 5th Floor Coral Gables, FL 33146 personally known to me (or 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 acknowledge 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) acted,  
 executed the instrument.

WITNESS my hand and official seal this the 25<sup>th</sup>, day of June, 2020.

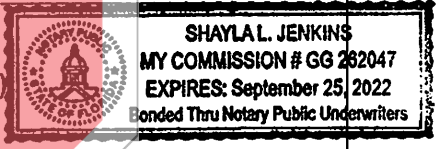
[Official Notary Seal]

By: [Signature] Shayla L. Jenkins  
 Notary Public.  
 My Commission Expires:



**Notary Information  
 (To Be Completed by Notary Acknowledging Transaction Documents)**

Notary's Full Name (as it appears on official Notary Stamp/Seal):  
 \_\_\_\_\_  
 Notary Contact: Primary Phone: (\_\_\_\_) \_\_\_\_\_  
 Cell Phone: (\_\_\_\_) \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
**Notary License Information:**  
 County and State in which notary is licensed: \_\_\_\_\_  
 License/Commission Number: \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_



Signature \_\_\_\_\_