2020-089031

2020 Dec 4

9:05 AM

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



This Document Prepared By: Daniel Torrez Home Point 11511 Luna Rd Farmers Branch, TX 75234 (800) 686-2404

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Original Recording Date: June 19, 2018 Original Loan Amount: \$277,285.00

Loan No: 8000020473 FHA Case No.: 156-3756541-703-203B

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 24th day of September, 2020, between SEAN P. PARNELL whose address is 9921 W 128TH LN, CEDAR LAKE, IN 46303 ("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 June 12, 2018 and recorded in Instrument No. 2018038326 and recorded on June 19, 2018, 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 9921 W 128TH LN, CEDAR LAKE, IN 46303,

(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):

- As of October 1, 2020, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$212,102.55, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of \$9,442.23 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.

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Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.750%, from October 1, 2020. Borrower promises to make monthly payments of principal and interest of U.S. \$982.28, 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:
 - all terms and provisions of the Note and Security Instrument (if any) providing for, (a) or adjustment in the rate of interest payable implementing, or relating to, an under the Note; and
 - all terms and provisions of any adjustable rate rider, or other fristrument or document that (b) 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)
- 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.
- Borrower agrees to make and execute other documents or papers as may be necessary to

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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.

CERTIFICATE OF PROOF

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

Witness Signature:

Witness Name:

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!



(page 3 of 6)

[Space Below This Line For Acknowledgments]
State of Indiana County of Lake
Before me, TIFFany I. Mayer, this 11th day of November, 2020, SEAN P. PARNELL, acknowledged the execution of the annexed mortgage.
Signature: July D. May
County of Residence: Lake
My Commission Expires on: October 1, 2024
PROOF: State of Indiana County of
Before me, a Notary Public in and for said County and State, on November 1, 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 SEAN P. PARNELL to be the individual(s) described in and who executed the foregoing instrument; that said WITNESS was present and saw said SEAN P. PARNELL execute the same; and that said WITNESS at the same time subscribed his/her name as a witness thereto. Notary Name exactly as Commission
NOTARY PUBOC Notary Public A State of Indiana My Commission Expires: 0 1 2024
Origination Company: Home Point Financial Corporation NMLSR ID:
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Home Point Financial Corporation	1.
By: Due	(Seal) - Lender
Name: Daniel Torrez	
Title: Drechor	
11/14/2020	
Date of Lender's Signature [Space Below This Line For Ackn	owledgments]
The State of TEXAS	
County of DALLAS	
Before me Ruthhillowhou notary (name/title	of officer) on this day personally appeared
Corporation. the Director	of Home Point Financial
	A. X.
known to me (or proved to me on the oath of (description of identity card or other document)) to be the perso	or through
foregoing instrument and acknowledged to me that he execute	
consideration therein expressed.	
Given under my hand and seal of office this	7021 , A,D., 400b.
Document	Loubley by
NOT O Signature o	Officer
Nota	Ty .
My Commission expires: the County Re	
My Commission expires: the County Re	corder:
	RUTH WILLOUGHBY Notary Public, State of Texas
	Comm. Expires 01-04-2023
	Notary ID 131842951
Stide R'S OF	
THE REAL PROPERTY AND REAL PRO	1850 1811 1856 HILLIARE 1 186 1861 1861
	* 9 4 3 7 + 3 8 *
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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

Daniel Torrez

Printed Name

This Document Prepared By: Daniel Torrez Home Point 11511 Luna Rd Farmers Branch, TX 75234

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Exhibit "A"

Loan Number: 8000020473

Property Address: 9921 W 128TH LN, CEDAR LAKE, IN 46303

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE COUNTY OF LAKE, STATE OF INDIANA: LOT 2, IN MONASTERY WOODS PHASE 1, AN ADDITION TO THE TOWN OF CEDAR LAKE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 101 PAGE 86, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.





