

NOT AN OFFICIAL DOCUMENT

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. 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 .

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(Seal)
First Midwest Bank-Lender

[Signature] (Seal)
J. Michael Katz-Borrower
[Signature] (Seal)
Marlene E. Katz-Borrower

By: [Signature]
2/19/2021
Date of Lender's Signature

[Space Below This Line For Acknowledgments]

INDIVIDUAL ACKNOWLEDGMENT

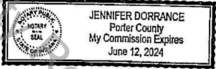
STATE OF _____)
COUNTY OF _____) SS

On this 16 day of February, 2021 before me a Notary Public in and for said County and State personally appeared J. Michael Katz + Marlene E. Katz to be the persons named in and who executed the foregoing instrument and acknowledged that he or she executed the same as his or her voluntary act and deed.

Given under my hand and official seal this 16 day of February, 2021

[Signature]
Notary Public in and for the State of Indiana

My commission expires 6-12-2024 # 06866820



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CERTIFICATE OF PROOF

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

Barbara M. Shaver
Witness Signature

Printed Name Barbara M. Shaver

PROOF:

State of Indiana

County of LAMC

Before me, a Notary Public in and for said County and State, on this 16 day of February, 2021, personally appeared the above named WITNESS to the foregoing Instrument, who, being by me duly sworn, did depose and say that he/she knows Barbara M. Shaver (Witness name) to be the individual described in and who executed the foregoing instrument; that said WITNESS was present and saw said Barbara M. Shaver (Witness name) execute the same; and that said WITNESS at the same time subscribed his/her name as a witness thereto.

Witness my hand and Notarial Seal this 16th day of February, 2021

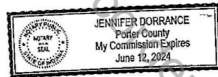
Signature Jennifer Dorrance

Printed: Jennifer Dorrance

Resident of: Porter COUNTY

State of: Indiana

My Commission Expires: 6-12-2024 # 0684690



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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 (First Midwest Bank) Phil Lehner

This Mortgage was prepared by : Phil Lehner

Property of Lake County Recorder