This document prepared by: First Midwest Bank

After recording please return t First Midwest Bank 300 N. Hunt Club Rd. Gurnee, IL 60031 GINA PIMENTEL RECORDER STATE OF INDIANA 2021-025144

LAKE COUNTY 9:34 AM 2021 Mar 19 FILED FOR RECORD

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### LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 11th day of February, 2021, between J. Michael Katz and Mariene E. Katz ("Borrowers") and First Midwest Bank ("Lender"), amends and supplements (1) the Mortingae, Deed of Trust, or Security Deed (the "Security Instrument") dated August 7, 1995 and recorded on August 16, 1995 as Decument no. 95046656 in the County of Lake State of Indiana and (2) the Note, beging 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

8703 Baring Ave., Munster, IN 46321

the real property described being set forth as follows:

LOT 26, HILL AND VALE ESTATES 1<sup>ST</sup> ADDITION TO MUNSTER, AS SHOWN IN PLAT BOOK 32, PAGE 65, IN LAKE COUNTY, INDIANA.

PARCEL ID No. 45-07-20-376-001.000-027

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 February 11, 2021, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$86,293.40, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 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 2.625%, from February 1, 2021. Borrower promises to make monthly payments of principal and interest of U.S. \$290.56, beginning on the 1st day of March 2021, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 2.625% will tremain in effect until principal and interest are paid in full. The offering 1, 2006 (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.
- 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.

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- 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 kereunder.
- (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 recourses 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 insurers, guaranters, or services Borrower's loan or any other morriage foar secure 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 \(\sigma\).

| (Scal) First Midwest Bank-Lender  By: Herenia Parry  (Scal)  Mathewat Katz-Borrowe  Mathewat Katz-Borrowe  |
|--|
| 2   19   202  <br>Date of Lerider's Signature  |
| [Space Below This Line For Acknowledgments]  |
| INDIVIDUAL ACKNOWLEDGMENT  |
| STATE OF STA |
| On this 1/c day of february 2021 before me a Notary Public in and for said County and State personally appeared the 1/2 + Marke to the known 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 scal this 1/2 day of 1/2024   |
| Porter County by Commission Expires June 12, 2024  |
| Notary Public in and for the State of Frdiana  My commission expires 6-12-3024 #0686620  |

J.M

### 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 <u>Indiana</u>  |
| County of LARC   |
| Before me, a Notary Public in and for said County and State, on this He 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 Berbarel Shake Witness name) to be the individual described in and who executed the foregoing instrument; that said WITNESS was present and saw said Berbarel Shake 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 He day of February 2021 |
| Signature  Printed: Jenn; for Dorrance  Jennifer Dorrance  Jennifer Dorrance  Jennifer Dorrance  June 12, 2024   |
| Resident of: Porter COUNTY   |
| State of: Indiana  |
| My Commission Expires: 6-12-2024 + 668680  |

m, under the place in this document.

This Mortgage was prepared by: 

Phil Lehner