

Recording Requested By/Return To:

**U.S. BANK FULFILLMENT  
SERVICES  
999 TECH ROW, #200  
MADISON HEIGHTS, MICHIGAN  
48071**

\_\_\_\_\_  
[Space Above This Line For Recording Data]

## LOAN MODIFICATION AGREEMENT

Property Address: 2917 W 76TH  
LN, MERRILLVILLE, INDIANA  
46410-0000

Loan Number 9902253185  
FHA Case Number 156-3512921

This Loan Modification Agreement ("Agreement"), effective on **1ST DAY OF NOVEMBER, 2021**, between **THERESA COWART AKA THERESA M COWART** ("Borrower"), and **U.S. BANK NATIONAL ASSOCIATION** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), if any, dated **AUGUST 29, 2017** and recorded in **LAKE COUNTY AUGUST 31, 2017 INSTRUMENT NO. 2017 059128** and (2) the Note in the original principal sum of U.S \$109,971.00, 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

**2917 W 76TH LN, MERRILLVILLE, INDIANA 46410-0000**

\_\_\_\_\_  
(Property Address)

the real property described being set forth as follows:

### LEGAL DESCRIPTION:

**LOT 126 IN LINCOLN GARDENS FOURTH SUBDIVISION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 35 PAGE 90 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. PARCEL ID: 45-12-17-355-006.000-030  
Tax Parcel No.: 45-12-17-355-006.000-030**

FHA LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae UNIFORM INSTRUMENT  
101 (rev. 10/16)  
91003003v2.10  
Version 10\_01\_2021\_15\_42\_19

Form 3179

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In consideration of mutual promises and agreements exchanged, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **NOVEMBER 01, 2021**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$113,118.70**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized. The amount of Principal being reamortized is \$103,517.97. The amount of Interest and costs being reamortized is \$9,600.73.
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 **3.2500%**, from **NOVEMBER 01, 2021**. Borrower promises to make monthly payments of principal and interest of U.S. **\$492.30**, beginning on the **1ST DAY OF DECEMBER, 2021**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.2500%** will remain in effect until principal and interest are paid in full. If on **NOVEMBER 01, 2051**, (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.

The terms in this paragraph shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable, step or simple interest rate or for a graduated or growing-equity payment schedule.

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 may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.



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5. 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 Agreement Date set forth 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.
6. 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) If permitted by applicable law, all costs and expenses incurred by Lender in connection with this Agreement, including attorney's fees and costs, 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.



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- (f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower's 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, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

- (g) In any foreclosure action dismissed as a result of entering into this Agreement, Borrower will remain liable for and bear his or her own attorney fees and costs incurred in connection with such action, if permitted by applicable law.
  - (h) The mortgage insurance premiums on Borrower's Loan may increase and the date on which Borrower may request cancellation of mortgage insurance may change as a result of the loan modification.
  - (i) Any Borrower who co-signed the Security Instrument but did not execute the Note (a "Co-signer") and has not assumed the debt: (a) is co-signing this Agreement only to acknowledge the Agreement; (b) is not personally obligated to pay the sums secured by the Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of the Security Instrument or the Note without the Co-signer's consent.
7. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.

Whereof, Lender and Borrower have executed this Modification Agreement as of the dates indicated below.

(SIGNATURES CONTINUE ON FOLLOWING PAGES)



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In Witness Whereof, the Borrower(s) have executed this agreement.

*Theresa Cowart aka Theresa M Cowart*

Date: *11/3/2021*

Borrower - **Theresa Cowart aka Theresa M Cowart**

State of **INDIANA** )  
County of *Lake* )  
Enter County Here

Before me, a Notary Public in and for said County and State, personally appeared **Theresa Cowart aka Theresa M Cowart** who acknowledged the execution of the foregoing **LOAN MODIFICATION AGREEMENT**.

Witness my hand and Notarial Seal this *3rd* day of *November*, *2021*



*Angelique Nicole Thompson*  
Signature of Notary Public

*Angelique Nicole Thompson*  
Printed Name of Notary Public

*Lake*  
Printed Notary Public's County of Residence

My Commission Expires *5/18/2026*

This remote notarial act was performed using audiovisual communication technology.

Location of principal at the time of the notarial act: \_\_\_\_\_  
(City, County, and State)

Location of notary at the time of the notarial act: \_\_\_\_\_  
(City and County in Indiana)



Loan Number 9902253185

In Witness Whereof, the Lender has executed this Agreement.

Lender

U.S. BANK NATIONAL ASSOCIATION

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Rebecca Mayfield  
Officer

Title: \_\_\_\_\_

NOV 10 2021

Date: \_\_\_\_\_



Loan Number 9902253185

State of KENTUCKY  
County of DAVIESS

The foregoing instrument was acknowledged before me this 10 day of

Nov., 2020, by Rebecca Mayfield Officer of U.S. BANK NATIONAL ASSOCIATION a Delaware National Association, on behalf of the National Association

(Seal, if any)

[Signature]  
(Signature of person taking acknowledgment) Jerry Leftwich  
Notary

JERRY D. LEFTWICH  
NOTARY PUBLIC  
STATE AT LARGE  
KENTUCKY  
ID # KYNP12860  
MY COMMISSION EXPIRES 08/13/2024

(Title or rank)  
K/ Mr R860  
(Serial number, if any)

My Commission expires: 08/13/2024



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Affirmation

**Kevin Bunch**

This instrument was prepared by \_\_\_\_\_, 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 \_\_\_\_\_

**Kevin Bunch**

This Instrument Prepared By:



U.S. BANK NATIONAL ASSOCIATION  
4801 FREDERICA ST  
OWENSBORO, KENTUCKY 42301

