

# NOT AN OFFICIAL DOCUMENT

PREPARED BY AND RETURN TO:  
Kondaur Capital, LLC  
Vince Paparelli  
39303 Country Club Dr., Suite A-1  
Farmington Hills, MI 48331  
Loan #2097692 151-6850806-703

GINA PIMENTEL  
RECORDER  
STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2021-072176

8:38 AM 2021 Dec 20

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.  
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND  
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE  
THE SECURITY INSTRUMENT IS RECORDED.

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective December 1, 2021 between Mary L. Gibson, an unmarried woman, ("Borrower"), and Kondaur Capital, LLC ("Lender"), and amends and supplements (1) the Note (the "Note") made by the borrower, dated October 8, 2002, in the original principal sum of U.S. \$78,300.00, and (2) The Mortgage or Deed to Secure Debt (the "Security Instrument"), recorded in Instrument No. 2002-092279 in the land records of Lake County, Indiana. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at 3915 Butternut Avenue, East Chicago, IN 46312. That real property is described as follows:

Lot 8 Block 3 Third Addition to Indiana Harbor, in the City of East Chicago as shown in Plat Book 5 page 24, in Lake County, Indiana.

TAX ID #: 45-03-22-452-008.000-024

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, 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. The Borrower and the Lender agree that the provisions of this Modification supercede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower is the occupant of the property.
2. The Borrower acknowledges that interest has accrued but not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and Security Instrument, and that such interest, costs and expenses, in

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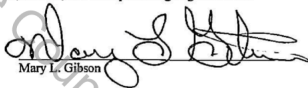
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the total amount of \$3,425.07 together with a principal reduction of \$3,203.93 have been removed to a second mortgage and note payable to The U.S. Department of Housing and Urban Development, which totals \$6,629.00.00. As of December 1, 2021, the amount payable under the Note and Security Instrument deducting such amounts which have been removed from the indebtedness (the "Unpaid Principal Balance") is U.S. \$51,236.00.

3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.000%, beginning December 1, 2021. The Borrower promises to make monthly payments of principal and interest of U.S. \$216.01, beginning on the first day of January, 2022, and continuing thereafter on the same day of each succeeding month. If on December 1, 2051 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments at Kondaur Capital, LLC, 39303 Country Club Dr., Suite A-1, Farmington Hills, MI 48331, or at such other place as the Lender may require.
4. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payment of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.
5. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

[To be signed by all borrowers, endorser, guarantors, sureties, and other parties signing the Note or Security Instrument.]

11/22/21  
Date

  
Mary L. Gibson

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

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[Space Below This Line for Acknowledgement in Accordance with Laws of Jurisdiction]

MULTISTATE LOAN MODIFICATION

(Individual Acknowledgement)

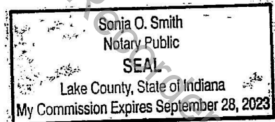
STATE OF IN )  
COUNTY OF Spencer )ss

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, do hereby certify that Mary L. Gibson personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person, and acknowledged to me that he executed and delivered the same as his free and voluntary act for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 22<sup>nd</sup> day of Nov, 2021.

Sonja O. Smith  
Notary Public (SEAL)  
Printed Name: Sonja O. Smith

My Commission Expires: 9/28/21



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\_\_\_\_\_[Space below this line for Acknowledgement in Accordance with Laws of Jurisdiction]\_\_\_\_\_

[Signature] 11/30/21  
Vince Paparelli - Witness Date

Diana Giles 11-30-21  
Diana Giles - Witness Date

[Signature] 11-30-21  
Maryann Tomczyk - Asst. Secretary Date  
Kondaur Capital, LLC

County of Oakland )  
                                  )ss  
State Of Michigan )

On this 30 day of November, 2021, before me personally appeared Maryann Tomczyk, to me personally known, who being by me duly sworn, did for herself say that she is Assistant Secretary of Kondaur Capital, LLC, the LLC named in and which executed the within instrument, and said officer signed and acknowledged said instrument to be the free act and deed of said LLC, and that said LLC has no seal.

[Signature]  
Notary Public - Acting in Oakland County

G. SHALLA SCHMIDT  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires July 13, 2023  
Acting in the County of oakland

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] (Vince Paparelli)

This instrument was prepared by Vince Paparelli.