

NOT AN OFFICIAL DOCUMENT

2021-544720
12/28/2021 03:27 PM
TOTAL FEES: 25.00
BY: KK
PG #: 7

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

After Recording Return To:
Rushmore Loan Management Services LLC
ATTN: Collateral Dept.
1755 Wittington Place Ste. 400
Farmers Branch, TX 75234

This Document Prepared By:
TIM LIGHTFOOT
Rushmore Loan Management Services LLC
15480 Laguna Canyon Road
Irvine, CA 92618

Parcel Number: 45-12-09-126-025.000-030

[Space Above This Line For Recording Data] _____
Original Recording Date: **October 18, 2018** Loan No: **4401656670**
Original Loan Amount: **\$191,369.00** Investor Loan No: **0222628701**
MIN Number: **100196399018468387**
FHA Case No.: **156-3938843-703**

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 26th day of October, 2021, between **LEIGH A THOMPSON** whose address is **2400 W 61ST PL, MERRILLVILLE, IN 46410** ("Borrower") and **Rushmore Loan Management Services LLC** which is organized and existing under the laws of **Delaware**, and whose address is **1755 Wittington Place Ste. 400, Farmers Branch, TX 75234** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of 1901 E. Voorhees Street, Suite C, Danville, IL 61834 or P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **October 12, 2018** and recorded in **Instrument No: 2018 071617** and recorded on **October 18, 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

2400 W 61ST PL, MERRILLVILLE, IN 46410
(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):



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1. As of **November 1, 2021**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$194,110.67**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$4,624.95** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure and/or bankruptcy 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. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **3.125%**, from **November 1, 2021**. Borrower promises to make monthly payments of principal and interest of U.S. **\$831.52**, 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. If on **November 1, 2021** (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:
 - (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. 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



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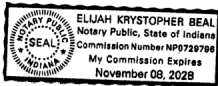


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the underlying debt.

- 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 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.
- "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Mortgagee of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address of P.O. Box 2026, Flint, MI 48501-2026, and a street address of 1901 Voorhees Street, Suite C, Danville, IL 61834. The MERS telephone number is (888) 679-MERS.



Leigh C. Thompson
 LEIGH C. THOMPSON - Borrower

Date: 11-30-21

[Space Below This Line For Acknowledgments]

State of Indiana
 County of LAKE

Before me, ELIJAH KRSTOPHER BEAL, this 30th day of NOVEMBER, 20 21, LEIGH A THOMPSON, acknowledged the execution of the annexed mortgage.

Signature: ELIJAH BEAL

County of Residence: La Porte

My Commission Expires on: NOVEMBER 8th 2028



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Rushmore Loan Management Services LLC

By: [Signature] **Tim Lightfoot** (Seal) - Lender

Name: _____

Title: **DEC 21 2021** **Sr. Vice President**

_____ Date of Lender's Signature

_____ [Space Below This Line For Acknowledgments]

The State of TEXAS

County of DALLAS

Before me **KIRK P DUNAR** (name/title of officer) on this day personally appeared

Tim Lightfoot

, the

Sr. Vice President

of

Rushmore Loan Management Services, LLC

known to me (or proved to me on the oath of _____ or through **PERSONALLY KNOWN** (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

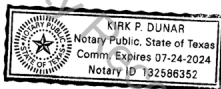
Given under my hand and seal of office this **DEC 21 2021** day of _____, A.D., _____.

[Signature]
Signature of Officer

NOTARY PUBLIC

Title of Officer

My Commission expires : **24 JUL 2024**



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TL

Mortgage Electronic Registration Systems, Inc - Nominee for Lender

Name: Tim Lightfoot

Title: Assistant Secretary

[Space Below This Line For Acknowledgments]

The State of TEXAS

County of DALLAS

Before me KIRK P DUNAR (name/title of officer) on this day personally appeared Tim Lightfoot, the Assistant Secretary of Mortgage Electronic Registration Systems, INC.

known to me (or proved to me on the oath of _____ or through PERSONALLY KNOWN (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, A.D., _____.

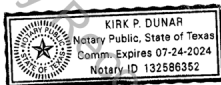
DEC 21 2021

Kirk P. Dunar
Signature of Officer

NOTARY PUBLIC

My Commission expires : 24 JUL 2024

Title of Officer



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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

Tim Lightfoot

Printed Name

This Document Prepared By:

TIM LIGHTFOOT

Rushmore Loan Management Services LLC

15480 Laguna Canyon Road

Irvine, CA 92618



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Exhibit "A"

Loan Number: 4401656670

Property Address: 2400 W 61ST PL, MERRILLVILLE, IN 46410

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE COUNTY OF LAKE, STATE OF INDIANA: LOT 161 IN BON AIRE SUBDIVISION, UNIT NO. 9, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 44, PAGE 2 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



* 4 4 0 1 6 5 6 6 7 0 *

314 12338 06/18 Exhibit A Legal Description Attachment



* 5 9 0 7 0 + 5 6 *

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