

GINA PIMENTEL
RECORDER
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2022-006770

8:53 AM 2022 Feb 23

This Document Prepared By:
STEPHEN SALKAY
FLAGSTAR BANK, FSB
532 RIVERSIDE AVE.
JACKSONVILLE, FL 32202
800-393-4887

When recorded mail to: 13606063
FAMS-DTO Rec
3 First American Way
Santa Ana, CA 92707
Flagsta 37270.3
G-IN COSME

PR DOCS
Standard



Tax/Parcel #: 45-07-03-478-012,000-023

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Original Principal Amount: \$58,814.00

FHA\VA Case No.: 203 156-

Unpaid Principal Amount: \$54,486.51

2976448

New Principal Amount: \$54,486.51

Loan No: 0440715179

New Money (Cap): \$0.00

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 26TH day of JANUARY, 2022, between FREDDY M. COSME, A SINGLE MAN ("Borrower"), whose address is 6403 RHODE ISLAND AVE, HAMMOND, INDIANA 46323 and

HUD-HAMP 01192022_356

Page 1

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LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY IN FACT UNDER LIMITED POA

("Lender"), whose address is 532 RIVERSIDE AVE., JACKSONVILLE, FL 32202, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated JUNE 21, 2016 and recorded on JUNE 28, 2016 in INSTRUMENT NO. 2016 039859, of the OFFICIAL Records of LAKE COUNTY, INDIANA, 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

6403 RHODE ISLAND AVE, HAMMOND, INDIANA 46323

(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):

1. As of **FEBRUARY 1, 2022** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$54,486.51**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. **\$0.00**.
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 **3.5000%**, from **FEBRUARY 1, 2022**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **244.67**, beginning on the **1ST** day of **MARCH, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **FEBRUARY 1, 2052** (the "Maturity Date"), the 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.

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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 the underlying debt.**
6. 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.
7. 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.

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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 STEPHEN SALKAY.

Property of Lake County Recorder

HUD-HAMP 01192022_356

Page 4

0440715179

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In Witness Whereof, I have executed this Agreement.

Freddy M. Cosme
Borrower: **FREDDY M. COSME**

2/9/22
Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF Lake)

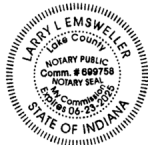
Before me, a Notary Public in and for said County and State, personally appeared **FREDDY M. COSME** [Grantor's Name] who acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal this 9 day of February, 2022.

Larry L. Emsweller
Notary Public's Signature

Seal

Larry L. Emsweller
Notary Public's Printed Name
Notary Name exactly as Commission
Notary Public - State of Indiana
My Commission Expires: 06/23/2025
Commission No. 699758




County of Lake County Recorder

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In Witness Whereof, the Lender has executed this Agreement.

**LAKEVIEW LOAN SERVICING, LLC, BY FLAGSTAR BANK FSB, ATTORNEY
IN FACT UNDER LIMITED POA**


 By _____ (print name) Tin Ho Vice President (title) FEB 11 2022 Date

_____ [Space Below This Line for Acknowledgments] _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CA)
County of ORANGE)

On 2/11/2022 before me ANNA L. FEDOROVSKY Notary Public, personally appeared Tin Ho, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Anna L. Fedorovsky
Signature of Notary Public



(Seal)

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EXHIBIT A

BORROWER(S): FREDDY M. COSME, A SINGLE MAN

LOAN NUMBER: 0440715179

LEGAL DESCRIPTION:

The land referred to in this document is situated in the CITY OF HAMMOND, COUNTY OF LAKE, STATE OF IN, and described as follows:

THE SOUTH 45 FEET OF VACATED 8TH AVENUE ADJOINING LOT 30, IN BLOCK 3, ON THE NORTH AND BETWEEN RHODE ISLAND AVENUE AND THE ALLEY IMMEDIATELY EAST OF RHODE ISLAND AVENUE IN CLINeway ADDITION TO THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 20 PAGE 30, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

ALSO KNOWN AS: 6403 RHODE ISLAND AVE, HAMMOND, INDIANA 46323

HUD-HAMP 01192022_356

Page 7

0440715179