

# NOT AN OFFICIAL DOCUMENT

2022-526498  
06/28/2022 12:06 PM  
TOTAL FEES: 25.00  
BY: JAS  
PG #: 10

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
GINA PIMENTEL  
RECORDER

Recording Requested By/Return To:  
USAA FEDERAL SAVINGS BANK  
999 TECH ROW, #200  
MADISON HEIGHTS, MICHIGAN  
48071

[Space Above This Line For Recording Data]

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

Property Address: 935  
EVERGREEN LN,  
SCHERERVILLE, INDIANA 46375

Loan Number 1803711496  
Primary VA Guaranteed Loan No. 262660700734

This Loan Modification Agreement ("Agreement"), effective on 1ST DAY OF JUNE, 2022, between CAROLINE R SPITLER AND KENT T. SPITLER AKA KENT T. SPITLER II ("Borrower"), and USAA FEDERAL SAVINGS BANK, SERVICED BY NATIONSTAR MORTGAGE LLC ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated DECEMBER 04, 2014 and recorded in RECORDED DATE : 12/15/2014 INSTRUMENT NUMBER : 2014 079624 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

935 EVERGREEN LN, SCHERERVILLE, INDIANA 46375

(Property Address)

the real property described being set forth as follows:

### LEGAL DESCRIPTION:

THE LAND HEREINAFTER REFERRED TO IS SITUATED IN THE CITY OF SCHERERVILLE, COUNTY OF LAKE, STATE OF INDIANA, AND IS DESCRIBED AS FOLLOWS: LOT 46, IN PLUM CREEK VILLAGE 6TH ADDITION, BLOCK 2, TO THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 61, PAGE 6, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Tax Parcel No.: 45-11-05-279-004.000-036

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae UNIFORM INSTRUMENT  
(rev. 4/14)  
9100302v3.1  
Version 04\_13\_2022\_15\_00\_29

Form 3179 1/01

(page 1 of 10)



# NOT AN OFFICIAL DOCUMENT

Loan Number 180371496

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 **JUNE 01, 2022**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$245,281.64**, 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 **2.7500%** from **MAY 01, 2022**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,001.34**, beginning on the **1ST DAY OF JUNE, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **2.7500%** will remain in effect until principal and interest are paid in full. If on **MAY 01, 2052**, (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.
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



# NOT AN OFFICIAL DOCUMENT

Loan Number 1803711496

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 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 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'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.



# NOT AN OFFICIAL DOCUMENT

Loan Number 1803711496

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.

(g) Borrower hereby absolutely and unconditionally assigns and transfers to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon this assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold estate.

Borrower hereby absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default under this Agreement, pursuant to Section 22 of the Security Instrument; and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property; and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the



# NOT AN OFFICIAL DOCUMENT

Loan Number 1803711496

Security Instrument pursuant to Section 9 of the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

- (h) 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.
- (i) 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.
- (j) 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.
6. Borrower will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such



# NOT AN OFFICIAL DOCUMENT

Loan Number 1803711496

time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and Borrower shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to Borrower any Funds held by Lender.

(SIGNATURES CONTINUE ON FOLLOWING PAGES)



# NOT AN OFFICIAL DOCUMENT

Loan Number 1803711496

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

Caroline R Spittle  
Borrower - CAROLINE R SPITLER

Date: 5, 31, 22

Kent T Spittle AKA Kent T Spittle II  
Borrower - KENT T. SPITLER AKA KENT T. SPITLER II

Date: 5, 31, 22

State of Virginia  
County of Chesapeake }  
Enter County Here

Before me, a Notary Public in and for said County and State, personally appeared CAROLINE R SPITLER and KENT T. SPITLER AKA KENT T. SPITLER II who acknowledged the execution of the foregoing LOAN MODIFICATION AGREEMENT.

Witness my hand and Notarial Seal this 31<sup>st</sup> day of May, 2022

[SEAL]



Cameron Clarence Baird  
Signature of Notary Public

Cameron Clarence Baird  
Printed Name of Notary Public

Chesapeake County  
Printed Notary Public's County of Residence

My Commission Expires 08/30/2026

[ ] 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)



# NOT AN OFFICIAL DOCUMENT

Loan Number 1803711496

In Witness Whereof, the Lender has executed this Agreement.

Lender

USAA FEDERAL SAVINGS BANK, SERVICED BY NATIONSTAR MORTGAGE LLC

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

Printed Name: Alayna Current  
Vice President

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

Date: JUN 27 2022

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae UNIFORM INSTRUMENT  
(rev. 4/14)  
91003002v3.1  
Version 04\_13\_2022\_15\_00\_29

Form 3179 1/01

(page 8 of 10)





# NOT AN OFFICIAL DOCUMENT

Loan Number 1803711496

State of MICHIGAN  
County of OAKLAND

Acknowledged by Alayna Current, Vice President of USAA Federal Savings Bank, serviced by Nationstar Mortgage LLC a Limited Liability Corporation before me on the 27 day of June, 2022

Signature Phyllis Thomas

Printed name Phyllis Thomas

Notary public, State of MICHIGAN, County of Wayne

My commission expires AUG 19 2028

Acting in the County of OAKLAND

PHYLLIS THOMAS  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF WAYNE  
My Commission Expires August 19, 2028  
Acting in the County of DeKerd



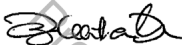
# NOT AN OFFICIAL DOCUMENT

Loan Number 1803711496

Affirmation

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 Tyleatha Thurman

This Instrument Prepared By:



Tyleatha Thurman  
Vice President

USAA FEDERAL SAVINGS BANK, SERVICED BY NATIONSTAR MORTGAGE LLC  
8950 CYPRESS WATERS BLVD., SUITE B  
COPPELL, TX 75019

LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae UNIFORM INSTRUMENT  
(rev. 4/14)  
91003002v3.1  
Version 04\_13\_2022\_15\_00\_29

Form 3179 1/01

(page 10 of 10)



Property of Lake County Recorder