

NOT AN OFFICIAL DOCUMENT

2022-548687
12/08/2022 09:55 AM
TOTAL FEES: 25.00
BY: JAS
PG #: 7

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

After recording please mail to:
ServiceLink
Attn: Loan Modification Solutions
3220 El Camino Real
Irvine, CA 92602

The mailing address to which statements
should be mailed under IC 6-1.1-22-8.1 is:
Diane A. Oliver
9545 NORTHCOTE AVE
MUNSTER, IN 46321

The mailing address of the grantee is:
Diane A. Oliver
9545 NORTHCOTE AVE
MUNSTER, IN 46321

[Space Above This Line For Recording Data]

2202527491 - MT

FHA Case #: 001563375790703
173149

Investor Loan No: 0219871580

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **14th** day of **September, 2022**, between **DIANE A OLIVER, SINGLE WOMAN** ("Borrower") and **M&T BANK** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **May 15, 2017**, in the amount of **\$235,653.00** and recorded on **May 22, 2017** in Book, Volume, or Liber No. _____, at Page _____ (or as Instrument No. **2017 031408**), of the **Official** (Name of Records) Records of **LAKE, INDIANA** (County and State, or other jurisdiction) 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 _____



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9545 NORTHCOTE AVE, MUNSTER, IN 46321
(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 **October 1, 2022**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$**202,506.60**, 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 **5.250%**, from **September 1, 2022**. Borrower promises to make monthly payments of principal and interest of U.S. \$**1,010.25**, beginning on the **1st** day of **October, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.250%** will remain in effect until principal and interest are paid in full. If on **September 1, 2022** (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.



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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) 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 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 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 .



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In Witness Whereof, Lender and Borrower have executed this Agreement.



Borrower - DIANE A. OLIVER

Date: 11, 18, 2022

Property of Lake County Recorder



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ACKNOWLEDGMENT

State of Illinois §

County of Cook §

Before me, Renae E. Amos a Notary Public in and for said County and State, personally appeared DIANE A. OLIVER who acknowledged the execution of the foregoing instrument or conveyance, and who, having, been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18th day of November, 2022.



Renae E. Amos
Signature of Notarial Officer
RENAE E. AMOS
Notary Printed Name
Cook
County Notarial Officer Resides
My Commission Expires: 4/19/24

(Seal, if any)



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ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE

M&T BANK

By: *[Signature]* 11/23/2022
Dominic Germano -Lender Date of Lender's Signature
Assistant Vice President

ACKNOWLEDGMENT

State of New York

County of Essex

On this 23 day of November in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Dominic Germano the Assistant Vice President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual(s) whose name is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies) and that by his/her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Getzville in Essex County, New York State
(insert the city or other political subdivision) (and insert the State and County or other place the acknowledgment was taken)

[Signature]
Signature of Individual Taking Acknowledgment

CHARLES SPERRAZZA
NOTARY PUBLIC STATE OF NEW YORK
ESSEX COUNTY
LIC. #01SP6410631
COMM. EXP. 10/26/2024

Printed Name _____

Office of Individual Taking Acknowledgment _____

(Seal)

My Commission Expires: _____

This instrument was prepared by:

Desiree Schroeder
475 Crosspoint Pkwy
Getzville, NY 14068

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
DESIREE SCHROEDER (NAME).



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EXHIBIT A

BORROWER(S): DIANE A OLIVER, SINGLE WOMAN

LOAN NUMBER: 0103718243

LEGAL DESCRIPTION:

STATE OF INDIANA, COUNTY OF LAKE, AND DESCRIBED AS FOLLOWS:

LOT 5, FAIRMEADOW 8TH ADDITION, BLOCK 2, TO THE TOWN OF MUNSTER, AS SHOWN IN PLAT BOOK 41, PAGE 36, IN LAKE COUNTY, INDIANA.

Parcel ID Number: 45-07-29-356-008.000-027

ALSO KNOWN AS: 9545 NORTHCOTE AVE, MUNSTER, IN 46321

