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This Document Prepared By:
ANAS AL-SHOREPY
MIDFIRST BANK, A FEDERALLY CHARTERED
SAVINGS ASSOCIATION
501 N.W. GRAND BLVD
OKLAHOMA CITY, OK 73118

2022-548692
12/08/2022 09:57 AM
TOTAL FEES: 25.00
BY: SP
PG #: 7

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

When Recorded Mail To:
FIRST AMERICAN TITLE
ATTN: JAVIER TONY VARGAS
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707

Tax/Parcel #: 45-07-15-129-011.000-023

[Space Above This Line for Recording Data]

Original Principal Amount: \$140,160.00 **FHA/VA/RHS Case**
Unpaid Principal Amount: \$132,158.37 **No.: 1519063801703**
New Principal Amount: \$137,032.97 **Loan No: 58014266**
New Money (Cap): \$4,874.60

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 21ST day of
NOVEMBER, 2022, between KENNETH J NOWACKI JR AKA KENNETH

HUD Modification Agreement 02232022_45

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58014266

NOWACKI ("Borrower"), whose address is 3515 174TH PL, HAMMOND, INDIANA 46323 and MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION ("Lender"), whose address is 501 N.W. GRAND BLVD, OKLAHOMA CITY, OK 73118, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated DECEMBER 4, 2008 and recorded on DECEMBER 17, 2008 in INSTRUMENT NO. 2008 085022, 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

3515 174TH PL, HAMMOND, INDIANA 46323
(Property Address)

the real property described is located in LAKE County, INDIANA and 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, DECEMBER 1, 2022 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$137,032.97, 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. \$4,874.60.
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 7.0000%, from DECEMBER 1, 2022. The Borrower promises to make monthly payments of principal and interest of U.S. \$911.68, beginning on the 1ST day of JANUARY, 2023, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on DECEMBER 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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.



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If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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.

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 ANAS AL-SHOREPY.

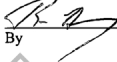
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Property of Lake County Recorder

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In Witness Whereof, the Lender has executed this Agreement.

MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

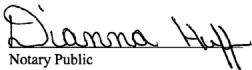
By  **Blake Hendley** VICE PRESIDENT NOV 3 0 2022
(print name) (title) Date

_____[Space Below This Line for Acknowledgments]_____

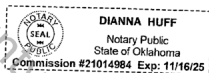
LENDER ACKNOWLEDGMENT

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

The instrument was acknowledged before me on NOV 3 0 2022 (date)
by Blake Hendley, as VICE PRESIDENT of
MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION.


Notary Public

Printed Name: Dianna Huff



My commission expires: NOV 16 2025

THIS DOCUMENT WAS PREPARED BY:

ANAS AL-SHOREPY
MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION
501 N.W. GRAND BLVD
OKLAHOMA CITY, OK 73118

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EXHIBIT A

BORROWER(S): KENNETH J NOWACKI JRAKA KENNETH NOWACKI

LOAN NUMBER: 58014266

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:

LOT 14, IN ROSE CLAIRE SECOND SUBDIVISION, IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 43 PAGE 32, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

ALSO KNOWN AS: 3515 174TH PL, HAMMOND, INDIANA 46323