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Investor Loan #

After Recording Return To:
5001 Kingsley Dr
Cincinnati, OH 45227
Mail Drop 1MOB-AL

This document was prepared by Kymberly Sallee

2023-510860
04/14/2023 02:44 PM
TOTAL FEES: 25.00
BY: SP
PG #: 8

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

230069708

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054789708

LOAN MODIFICATION AGREEMENT
Home Equity Loan

Prepared by *Carol West*
0513-358-2225

Borrower ("I"): FELIPE OCHOA, JUANIS OCHOA
Lender ("Lender"): Fifth Third Bank, National Association
Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 04/07/2004
Loan Number: *****9708
Property Address: 1522 E VALLEY PL TOWN OF DYER, IN 46311

MERS #
SIS phone number: 888-679-6377

This Loan Modification Agreement (the "Agreement") is made on January 30, 2023, between FELIPE OCHOA, JUANIS OCHOA ("Borrower(s)") and Fifth Third Bank, National Association ("Lender").

The parties recite and declare that:

AKA Fifth Third Bank (Chicago)

Recorded 5/14/2004

- a. Lender is the holder of a note made by Borrower(s), dated 04/07/2004 principal sum of Thirty Thousand and 00/100 (U.S. \$30,000.00) together with interest thereon at a fixed rate more fully set forth therein (the "Note").
- b. The Note is secured by a Security Instrument bearing the same date (the "Security Instrument") that is recorded in the office of the Recorder's Office, in Book or Liber N/A and/or Instrument Number 2004 040052, at Page(s) N/A, which covers and is now a lien on the property whose street address is 1522 E VALLEY PL TOWN OF DYER, IN 46311 (the "Property"), and is further described in the Security Instrument and on Exhibit "A" attached hereto.
- c. Borrower(s) is/are now the owner(s) and holder(s) of the Property, on which the Security Instrument is a valid and enforceable lien. There are no defenses or offsets to the Note or Security Instrument. Any other Lien against the Property has been fully disclosed to the Lender by the Borrower.

In consideration of the mutual promises and agreements exchanged, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that, notwithstanding anything contained in the Note and Security Instrument to the contrary:

The parties agree that Borrower's(s)' right to receive periodic extensions of credit (loan advances) under the Note is terminated and that Borrower(s) will begin making payments of principal and interest to pay off the balance due on the Note as provided herein.

¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

SEE ATTACHED SAME NAME AFFIDAVIT

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The amount payable under the Note as of 02/01/2023 (the " New Principal Balance") is Thirty-Four Thousand Seven Hundred Sixty-One and 04/100 (\$34,761.04), which consists of \$29,967.54 in unpaid interest bearing principal, \$0.00 Deferred Principal Balance, unpaid interest of \$0.00 (the "Unpaid Interest") and advances of \$4,793.50.

Borrower further agrees to pay to the order of Lender the Deferred Interest in the amount of \$6,194.04 on the Maturity Date of 02/25/2053.

Borrower(s) do(es) have the option to pay the Deferred or Capitalized Interest at the time of execution of this Agreement and not have the existing loan balance increase by the amount of the Deferred or Capitalized Interest.

The parties agree that the Maturity Date of the Note and Security Instrument is extended to 02/25/2053. Borrower(s) acknowledge that extension of the Maturity Date does not extend the term of coverage of any credit life or disability insurance beyond the original loan term.

Borrower(s) promise(s) to pay to the order of Lender the Interest Bearing Principal Balance, plus interest thereon to the order of the Lender. Interest will be charged on the Interest Bearing Principal Balance at a [modified] yearly rate of 6.375% from 02/01/2023. The Borrower promises to make monthly payments of principal and interest due under the Note is Two Hundred Sixteen and 86/100 (\$216.86) beginning on 03/25/2023, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.

Balloon Payment:

If, on the Maturity Date, the Borrower still owes any other amounts under the Note, Security Instrument, this or any prior Modification, the Borrower will pay these amounts in full on the Maturity Date. Borrower(s) may request a re-evaluation to determine if further modifications can be made.

Borrower(s) will deliver all following payments to Fifth Third Bank, P.O. Box 630778, Cincinnati, OH 45263, or at such other place as Lender requires. If all or part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower(s) is sold or transferred and the Borrower(s) is/are not a natural person(s)) without Lender's prior written consent, Lender may, at its option, require immediate repayment in full of all sums secured by this Security Instrument.

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

Borrower(s) also will comply with all other covenants, agreements, and requirements of the Note and Security Instrument, which are incorporated herein by reference, including without limitation, Borrower(s)' covenants and agreements to make all payment of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower(s) is/are obligated to make under the Security Instrument.

Borrower(s) understand and agree 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 contained 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(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 Lenders' rights under

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or remedies on the Note and Security Instruments, whether such rights or remedies arise there under 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. Borrower(s) is/are presently in default under the terms 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 attorneys' fees shall be paid by the Borrower(s) and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

e. Borrower(s) agree(s) 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(s).

Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note or Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain in full force and effect and unchanged, and Borrower(s) and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Each individual executing this Agreement warrants that she/he has actual authority to execute this Agreement, that she/he has had the opportunity to have legal counsel review and explain the provisions of this Agreement and that she/he has read this Agreement in full and understands its contents prior to signing said Agreement.

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[To be signed and dated by all borrowers, endorsers, guarantors, sureties, and other parties signing the Note and Security Instrument.]

Felipe Ochoa
FELIPE OCHOA - Borrower

2-6-23
Date

Juanis Ochoa
JUANIS OCHOA - Borrower

2-6-23
Date

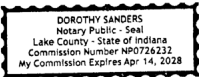
INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA, COUNTY OF LAKE ss.

Before me a Notary Public in and for said County and State personally appeared FELIPE OCHOA, JUANIS OCHOA, who is/are personally known to me or who has produced sufficient evidence of identification and who did take an oath and who executed the foregoing conveyance to Fifth Third Bank, National Association, and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal this 6 day of February, 2023.

Dorothy Sanders
Notary Public
My Commission Expires 4-14-28



DO NOT WRITE BELOW THIS LINE. FOR FIFTH THIRD USE ONLY.

CORPORATE ACKNOWLEDGEMENT
Kimberly Taylor

Kimberly Taylor
AVP
513-358-3303 (Seal)

FIFTH THIRD BANK, National Association

STATE OF Ohio, COUNTY OF Hamilton ss.

Before me, a Notary Public in and for said County and State personally appeared Kimberly Taylor, its Assistant Vice President the individual who executed the foregoing instrument and acknowledged that she/he did read the same and did sign the foregoing instrument and that the same is her/his free act and deed and the free act and deed of Fifth Third Bank, National Association.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal this 8th day of February, 2023.

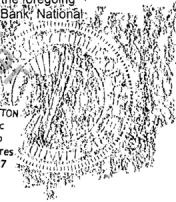
Amanda M Cotton
Notary Public
My Commission Expires March 21, 2027



AMANDA M COTTON
Notary Public
State of Ohio
My Comm. Expires
March 21, 2027



AMANDA M COTTON
Notary Public
State of Ohio
My Comm. Expires
March 21, 2027



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EXHIBIT A

A PARCEL OF LAND LOCATED IN THE CITY OF DYER, COUNTY OF LAKE,
STATE OF INDIANA, AND KNOWN AS:

BEING LOT NUMBER 115 IN CASTLEWODD ADDITION UNIT 1 AS SHOWN
IN THE RECORDED PLAT/MAP THEREOF IN BOOK 31 PAGE 30 OF LAKE
COUNTY RECORDS.

Permanent Parcel Number: 12-14-0173-0115
FELIPE OCHOA AND JUANIS OCHOA,
HUSBAND AND WIFE.

1522 EAST VALLEY PLACE, DYER IN 46311
Loan Reference Number : 04481222
First American Order No: 5367385
Identifier: ELS

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SAME NAME AFFIDAVIT

STATE OF:

COUNTY OF:

THE UNDERSIGNED, after being duly sworn upon, oath deposes and says:
That in reference to the transaction of the property located at:

1522 E VALLEY PL
DYER, IN 46311

Appears on some modification documents as:

FELIPE OCHOA

I hereby certify that the above are all one and the same.

SIGNED this SIX day of February, 2023

Felipe Ochoa

FELIPE OCHOA

Authorized Agent

Subscribed and sworn before this 6 day of 2, 2023

Dorothy Sanders

Notary Public

State/Commonwealth of: INDIANA

Acting in the County/Parish of: LAKE

My Commission Expires: 4-14-28

DOROTHY SANDERS
Notary Public - Seal
Lake County - State of Indiana
Commission Number NP0726232
My Commission Expires Apr 14, 2028

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SAME NAME AFFIDAVIT

STATE OF:

COUNTY OF:

THE UNDERSIGNED, after being duly sworn upon, oath deposes and says:
That in reference to the transaction of the property located at:

1522 E VALLEY PL
DYER, IN 46311

Appears on some modification documents as:

JUANIS OCHOA

I hereby certify that the above are all one and the same.

SIGNED this 6th day of February, 2023.

Juanis Ochoa
JUANIS OCHOA

Authorized Agent

Subscribed and sworn before this 6 day of 2, 2023

Dorothy Sanders
Notary Public

State/Commonwealth of: INDIANA

Acting in the County/Parish of: LAKE

My Commission Expires: 4-14-28

DOROTHY SANDERS
Notary Public - Seal
Lake County - State of Indiana
Commission Number NP0726232
My Commission Expires Apr 14, 2028

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854789708 Ochoa

Effective July 1, 2006

I.C. 36-2-11-15, the following affirmation statement must be included on most documents to be accepted for recording in County Recorders' offices in the State of Indiana:

"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.

CAROL WEST

[Signed, printed or stamped name of individual]

The following documents are exempt from the above requirement: Writ of a Court, Federal Tax Lien, Federal Lien Release, DD214, UCC. All other documents notarized in the State of Indiana (regardless of where they are prepared) require the affirmation statement. See I.C. 36-2-7.5 through I.C. 36-2-7.5-12 for a timeline of further requirements and implementation.