

# NOT AN OFFICIAL DOCUMENT

Investor Loan # 0419165246

2023-514780  
05/16/2023 03:08 PM  
TOTAL FEES: 25.00  
BY: JAS  
PG #: 6

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
GINA PIMENTEL  
RECORDER

**After Recording Return To:**

5001 Kingsley Dr  
Cincinnati, OH 45227  
Mail Drop 1MOB-AL

This document was prepared by Loss Mitigation Department, Fifth Third Bank, N.A.

[Space Above This Line For Recording Data]

419165246

Prepared by  
Deb Stacy  
513-358-2637  
Deb Stacy

220507971  
LOAN MODIFICATION AGREEMENT

First-Lien Closed-End Loan

Permanent Rate Reduction - Fixed Rate Products

Permanent Rate Reduction - Extended Term - Fixed Rate Products

MERS #

SIS phone number: 888-679-6377

This Loan Modification Agreement (the "Agreement") is made on April 25, 2023, between JOHN M DAVILA ("Borrower(s)") and Fifth Third Bank, National Association ("Lender").

The parties recite and declare that:

Recorded: 12/06/2013

a. Lender is the holder of a note made by Borrower(s), dated 11/27/2013 principal sum of One Hundred Twenty-Six Thousand Six Hundred Sixty-Three and 00/100 (U.S. \$126,663.00) 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 Lake County Recorder's Office, in Book or Liber N/A and/or Instrument Number 2013 089980, at Page(s) N/A, which covers and is now a lien on the property whose street address is 904 W 72ND PLACE MERRILLVILLE, IN 46410 (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:

Parcel: 45-12-16-180-011-000-030

d. The amount payable under the Note as of 05/01/2023 is One Hundred Twenty-Eight Thousand Four Hundred Seventy-Six and 90/100 (\$128,476.90) (the "New Principal Balance"). The New Principal Balance consists of \$114,146.00 in unpaid interest bearing principal, \$8,346.96 in unpaid interest (the "Unpaid Interest") and \$5,983.94 in advances.

| New Principal Balance | Deferred Amount with this agreement | Interest Bearing Principal | Modified Principal and interest payment | Due at Maturity (includes any prior deferred amounts) |
|-----------------------|-------------------------------------|----------------------------|---|---|
| \$128,476.90          | \$0.00                              | \$128,476.90               | \$833.30                                | \$0.00  |

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

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The parties agree that the Maturity Date of the Note and Security Instrument is extended to 05/01/2053. 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 6.75% from 05/01/2023. The Borrower promises to make monthly payments of principal and interest due under the Note of Eight Hundred Thirty-Three and 30/100 (\$833.30) beginning on 06/01/2023, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.

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(s) and agree(s) 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)' 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 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).
- f. Borrower authorizes Lender, and Lender's successors and assigns, to share certain Borrower public and non-public personal information including, but not limited to (i) name, address, telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, and (v) payment history and information about Borrower's account balances and activity, with an authorized third party which may include, but is not limited to, a counseling agency, state or local Housing Finance Agency or similar entity that is assisting Borrower in connection with obtaining a foreclosure prevention alternative, including the trial period plan to modify Borrower's loan ("Authorized Third Party").

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Borrower understands and consents to Lender or Authorized Third Party, as well as FHA (the owner of Borrower's loan), disclosing such personal information and the terms of any relief or foreclosure prevention alternative, including the terms of the trial period plan to modify Borrower's loan, to 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 the loan or any other mortgage loan secured by the Property on which Borrower is obligated.

Borrower consents to being contacted by FHA, Lender or Authorized Third Party 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 Authorized Third Party.

By this paragraph, Lender is notifying Borrower(s) that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the escrow items.

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.

By checking this box, Borrower also consents to being contacted by text messaging.

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



JOHN M DAVILA - Borrower

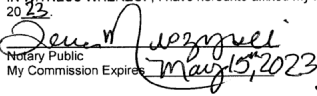
5/8/23  
Date

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA COUNTY OF PORTER ss.

Before me a Notary Public in and for said County and State personally appeared JOHN M DAVILA, 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 8<sup>th</sup> day of May, 2023.

  
Notary Public  
My Commission Expires May 15, 2023



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

CORPORATE ACKNOWLEDGEMENT

Jessica Jordan

FIFTH THIRD BANK, NATIONAL ASSOCIATION JESSICA JORDAN Jessica Jordan (Seal)  
513-358-3027

STATE OF Ohio, COUNTY OF Hamilton ss.

Before me, a Notary Public in and for said County and State personally appeared Fifth Third Bank, National Association, by Jessica Jordan its Officer, 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 11th day of May, 2013

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

Recorder of Lake County Recorder

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## EXHIBIT "A"

Lot 65 in Turkey Creek South, Unit 2, in the Town of Merrillville, as per plat thereof, recorded in Plat Book 37, page 58, in the Office of the Recorder of Lake County, Indiana.

Property of Lake County Recorder

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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.*

*Deb Stacy*

*[Signed, printed or stamped name of individual]"*

*Deb Stacy*

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.