

2023-9-14 9:02
10/17/23 23:03:05 PM
TOTAL FEES: 25.00
BY: JAS
PG #: 6
RECORDED AS PRESENTED

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:
SHAWANDA M. HOUSTON
5783 ADAMS ST
MERRILLVILLE, IN 46410

The mailing address of the grantee is:
SHAWANDA M. HOUSTON
5783 ADAMS ST
MERRILLVILLE, IN 46410

[Space Above This Line For Recording Data]

FHA/VA Case No. 156-5683576

230470115 V88

Loan No.: 9902469887

288134

Investor Loan No: 0233166748

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **1st** day of **October, 2023**, between **SHAWANDA M. HOUSTON** ("Borrower"), **U.S. Bank National Association** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **October 13, 2022** and in the amount of **\$261,301.00** and recorded on **October 18, 2022** in Book, Volume, or Liber No. _____, at Page _____ (or as Instrument No. **2022-542398**) of the Official Records of **LAKE, 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: **5783 ADAMS ST, MERRILLVILLE, IN 46410**
[Property Address]



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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, 2023**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$273,499.73** consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$78,104.52** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$195,395.21**. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of **7.750%**, from **October 1, 2023**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,322.08**, beginning on the **1st** day of **November, 2023**, and continuing thereafter on the same day of each succeeding month until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The yearly rate of **7.750%** will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The new Maturity Date will be **October 1, 2063**.
3. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and the Security Instrument by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
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, including; 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. 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.



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- 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 .

Borrower


- SHAWANDA M. HOUSTON

Date:

10/9/2023



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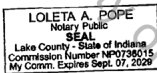
ACKNOWLEDGMENT

State of Indiana

County of Lake

Before me, Loleta A. Pope a Notary Public in and for said County and State, personally appeared **SHAWANDA M. HOUSTON** 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 9th day of October, 2023



Loleta A. Pope
Signature of Notarial Officer

Loleta A. Pope
Notary Printed Name

Lake
County Notarial Officer Resides

(Seal, if any)

My Commission Expires: 09/07/2029



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Accepted and Agreed to by the Owner and Holder of Said Note
U.S. Bank National Association

By: [Signature] Date of Lender's Signature OCT 13 2023
-Lender Krystyn Hagan
Mortgage Document Officer

ACKNOWLEDGMENT

State of Kentucky
County of Davless

OCT 13 2023

The foregoing instrument was acknowledged before me this _____ by _____ of U.S. Bank National Association a Delaware Corporation, on behalf of the Corporation, Krystyn Hagan Mortgage Document Officer

[Signature]
Signature of Person Taking Acknowledgment
Joseph Truman Tanner
Notary



(Seal)

Printed Name _____
Title or Rank _____
Serial Number, if any: KYNP45833
My Commission Expires: 12/29/2028

This instrument was prepared by:
Melissa Beitler
2800 Tamarack Road
OWENSBORO, KY 42301

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 MELISSA BEITLER (NAME).



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EXHIBIT A

BORROWER(S): SHAWANDA M. HOUSTON

LOAN NUMBER: 9902469887

LEGAL DESCRIPTION:

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

LOT 22 IN AUBURN WOODS ADDITION PHASE ONE, AN ADDITION TO THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 97 PAGE 80, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PART: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 22; THENCE SOUTH 89 DEGREES 57 MINUTES 14 SECONDS EAST (BASIS OF BEARINGS FOR THIS DESCRIPTION IS AUBURN WOODS PLAT), 125.89 FEET ALONG THE NORTH LINE OF SAID LOT 22 TO THE NORTHEAST CORNER OF SAID LOT 22; THENCE; SOUTH 00 DEGREES 02 MINUTES 04 SECONDS WEST, 51.0 FEET ALONG THE EAST LINE OF SAID LOT 22 TO THE EXTENSION OF THE CENTER LINE OF AN EXISTING PARTY WALL; THENCE NORTH 89 DEGREES 57 MINUTES 14 SECONDS WEST, 125.90 FEET ALONG SAID CENTER LINE AND EXTENSIONS THEREOF TO THE WEST LINE OF SAID LOT 22; THENCE NORTH 00 DEGREES 02 MINUTES 46 SECONDS EAST, 51.0 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

Parcel ID Number: 45-12-04-428-028.000-030

ALSO KNOWN AS: 5783 ADAMS ST, MERRILLVILLE, IN 46410

