

2023-539836
12/06/2023 11:16 AM
TOTAL FES: 23.00
BY: JAS
PG #: 8
RECORDED AS PRESENTED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

Investor Loan # 216253993

Recording Requested By:
Freedom Mortgage Corporation
951 Yamato Road
Boca Raton, FL 33431

After Recording Return To:
Freedom Mortgage Corporation C/O:
Mortgage Connect, L.P.
Attn: Loan Mod Processing Team
600 Clubhouse Drive
Moon Township, PA 15108
APN/Tax ID: 45-07-09-304-010.000-023
Recording Number: 2943468

This document was prepared by Freedom Mortgage Corporation, Michele Rice, 10500 Kincaid Drive, Suite 111, Fishers IN 46037-9764, (855) 690-5900.

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 Bridget Ronosky

Space Above This Line For Recording Data

Original Principal Amount: \$82,163.00 **Loan Number:** 0120701768
Unpaid Principal Amount: \$73,561.15 **FHA Case No.:** 156-2756015-703
New Principal Amount: \$68,138.65

Original Security Instrument recorded on Date 01/15/2016 in Book or Liber _____, at page(s) _____, and/or as Document/Instrument Number 2016 002640, in the Records of Lake County, INDIANA.

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") between **FILIBERTO GARCIA, JR.**, A SINGLE MAN whose address is 6937 OSBORN AVE, HAMMOND, IN 46323 ("Borrower" or "I") and **FREEDOM MORTGAGE CORPORATION** whose address is 951 Yamato Road, Boca Raton, FL 33431 ("Lender"), is given on 11/10/2023, and amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") made by **FILIBERTO GARCIA, JR., A SINGLE MAN** to **MERS AS NOMINEE FOR CENTURY LENDING COMPANY** for \$82,163.00 and interest, dated 12/21/2015 and recorded on Date 01/15/2016 in Book or Liber _____, at page(s) _____, and/or as Document/Instrument Number 2016 002640, in the Records of Lake County, INDIANA, and (2) the Note bearing the same date as and secured by the Security Instrument, which was entered into as security for the

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



NOT AN OFFICIAL DOCUMENT

performance of the Note and encumbers the real and personal property described and defined in the Security Instrument as the "Property," located at 6937 OSBORN AVE HAMMOND, IN 46323. See Exhibit A for Legal Description

Important Disclosures: The Federal Housing Administration (FHA) requires that Lender provide you with information designed to help you understand the modified mortgage terms that are being offered to you. Lender is required to provide you with clear and understandable written information about the terms, costs, and risks of the modified mortgage in a timely manner to enable Borrower to make informed decisions. This information is included below. Please read it carefully.

If my representations in Section 1 below continue to be true in all material respects, then this Loan Modification Agreement ("Agreement") will, as set forth in Section 3 below, amend and supplement (1) the Mortgage on the Property and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents". Capitalized terms used in this Agreement and not defined here have the meaning given to them in the Loan Documents. If there is more than one borrower or mortgagor executing this document, each is referred to as "I". Words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

This Agreement will not take effect unless the preconditions set forth in Section 2 below have been satisfied.

1. **My Representations.** I certify, represent to Lender, and agree as follows:

- A. I live in, and plan to continue to live in, the Property as my principal residence. The Property has not been condemned and has no material adverse physical condition(s). The Property has no more than four units.
- B. I am not a borrower on any other FHA-insured mortgage.
- C. Except as approved in writing by the FHA or Lender, there has been no change in the ownership of the Property after I signed the Loan Documents.
- D. If I received a discharge in a Chapter 7 Bankruptcy proceeding subsequent to the execution of the Loan Documents, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.

2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

- A. As a precondition to receiving this proposed modification of the Loan Documents, I must accept and fully execute the required subordinate mortgage loan (also called a Partial Claim Note and Security Instrument). I have reviewed and approved the terms of such subordinate loan.



NOT AN OFFICIAL DOCUMENT

- B.** Lender has no obligation to make any modification of the Loan Documents if any of the requirements under this Agreement has not been met.
- C.** Prior to the Modification Effective Date (as defined in Section 3), if Lender determines that any of my representations in Section 1 are no longer true and correct, (1) the Loan Documents will not be modified, (2) this Agreement will not be valid, and (3) Lender will have all of the rights and remedies provided by the Loan Documents.
- D.** The Loan Documents will not be modified unless and until (1) Lender approves this Agreement and (2) the Modification Effective Date (as defined in Section 3 below) has occurred.
- 3. The Modification.** If all of my representations in Section 1 above continue to be true and correct and all preconditions to the modification set forth in Section 2 above have been met, the Loan Documents will automatically become modified on 12/01/2023 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. If I have failed to make any payments that are a precondition to this modification, this modification will not take effect.
- A.** The new Maturity Date will be 12/01/2063
- B.** The new principal balance of my Note will be \$68,138.65 (the "New Principal Balance"). In servicing your loan, the Bank may have incurred third-party fees or charges that were not included in the terms of this Agreement. If so, these fees and charges will appear on your monthly statement under "Fees and Charges." These fees and charges will not accrue interest or late fees. You may pay these fees and charges at any time. If not previously paid, you must pay these fees and charges at the earliest of (1) the date you sell or transfer an interest in the Property, (2) the date you pay the entire New Principal Balance, or (3) the Maturity Date.
- C.** I promise to pay the New Principal Balance, plus interest, to the order of Lender.
- D.** The annual interest rate on the New Principal Balance will be 8.000%, beginning 12/01/2023, both before and after any new default. This fixed interest rate will remain in effect until the principal and interest and all of the obligations due under the Modified Loan Documents are paid in full.
- E.** On 01/01/2024 and on the first day of each month thereafter until all of the obligations due under the Modified Loan Documents are paid in full, Borrower must make monthly payments of \$810.45 (each, a "Monthly Payment"). Each Monthly Payment includes principal and interest of \$473.78, plus the current required escrow payment of \$336.67. My required escrow payments will likely adjust periodically in accordance with applicable law. If an escrow adjustment occurs, my total monthly payment would change accordingly.
- F.** I will be in default if I do not comply with the terms of the Modified Loan Documents.



4. Additional Agreements. Lender and I agree to the following:

- A.** I accept the risks of entering into this Agreement. These risks include (but are not limited to)
- (1) The subordinate lien will require a balloon payment when I pay off, sell, or refinance the Property, which may make these things more difficult to do. The subordinate lien may also make it more difficult to get additional subordinate lien financing.
 - (2) My modified loan will have a fixed interest rate that will not change. As a result, if the interest rate in my Loan Documents could go up and down based on changes in an index, my new fixed interest rate might sometimes be higher than I would have paid before this modification.
- B.** I authorize Lender to attach an Exhibit A to this loan modification, which will include a Legal Description, recording information of the original security instrument, and any other relevant information required by a County Clerk (or other recordation office) to allow for recording if and when Lender seeks recordation.
- C.** All persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (1) a borrower or co-borrower is deceased; (2) the borrower and co-borrower are divorced and the Property has been transferred to one spouse in the divorce decree, in which event the spouse who no longer has an interest in the Property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (3) Lender waived this requirement in writing.
- D.** This Agreement supersedes the terms of any modification, forbearance, trial period plan, or workout plan that I entered into with Lender before the date of this Agreement.
- E.** All terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect and I will comply, with all covenants, agreements, and requirements of the Loan Documents, including (but not limited to) my agreement to pay all taxes, insurance premiums, assessments, Escrow Items, impounds, and all other similar obligations, the amounts of which may change in accordance with the terms of my Modified Loan Documents.
- F.** The Modified Loan Documents are duly valid, binding agreements, enforceable in accordance with their terms and are hereby ratified and confirmed.
- G.** I will fully cooperate with Lender in obtaining any title endorsement(s) or similar title insurance product(s) and/or any subordination agreement(s) that are necessary or required by Lender's procedures and/or the Program to ensure that the Mortgage, as modified by this Agreement, is in first-priority lien position and is fully enforceable. The terms of this Agreement will not become effective, and this Agreement will be null and void, if Lender



NOT AN OFFICIAL DOCUMENT

does not receive such title endorsement(s), title insurance product(s), and/or subordination agreement(s) on or before the Modification Effective Date.

- H. I know that I am only entitled to loss mitigation terms that comply with the Program. Therefore, if Lender discovers any error in the terms of this Agreement or in the required subordinate mortgage loan, I authorize the Lender to advise me of the error. If I do not accept the corrected terms, at Lender's option, this Agreement becomes void and of no legal effect. If I accept the corrected terms, I will execute and promptly return to Lender the revised and additional documents that will (1) consummate the intended terms and conditions of this Agreement and/or (2) correct the terms and conditions of this Agreement (a "Corrected Agreement"). If I do not sign and deliver a Corrected Agreement or any additional document required by Lender to comply with the Program, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I may not be eligible for the Program.
- I. Lender will collect and record, as applicable, personal information about me, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity ("Personal Information"). In addition, I consent to the disclosure of my Personal Information and the terms of this Agreement by Lender to (1) any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s), (2) companies that perform support services for the Program, and (3) any HUD-certified housing counseling agency.
- J. If any document related to the Loan Documents and/or this Agreement is lost, misplaced, or otherwise missing, I will comply with Lender's request to execute, acknowledge, initial, and deliver to Lender any documents Lender deems necessary ("Replacement Documents").

I will deliver the Replacement Documents to Lender within ten days after I receive Lender's written request for such Replacement Documents.



NOT AN OFFICIAL DOCUMENT

By SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Sign here to execute
Modification Agreement

Filiberto Garcia Jr

Filiberto Garcia Jr

(Must be signed exactly as printed)

11/24/2023

Signature Date (MM/DD/YYYY)

[Space below this line for Acknowledgement]

STATE OF Indiana

COUNTY OF Lake

On the 24th day of November in the year 2023 before me, the undersigned, Notary Public (or if an Online Notary Public), in and for said State, personally appeared by physical presence (or if by online notarization/use of audio/video communication technology) Filiberto Garcia Jr, personally known to me or proved to me on the basis of satisfactory evidence of identification to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they voluntarily executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person or entity upon behalf of which the person or entity acted, executed the instrument for its stated purpose.

Personally Known _____ OR Produced Identification

Type of Identification Produced: Driver's License

WITNESS my hand and official seal.

Hope Sherman

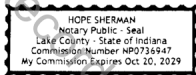
(Signature)

Notary Public: Hope Sherman (Printed Name)

My commission expires: 10-20-2029

Notary resides in the County of Lake, Indiana (Notary Public Seal)

(Please ensure seal does not overlap any language or print)



NOT AN OFFICIAL DOCUMENT

DO NOT WRITE BELOW THIS LINE.

THIS SECTION IS FOR INTERNAL USE ONLY

Freedom Mortgage Corporation

By: Mortgage Connect, L.P., its attorney in fact


Name: Frank Kronstein

Date

12/5/2023

Title: Assistant Vice President

[Space below this line for Acknowledgement]

STATE OF Pennsylvania

COUNTY OF Allegheny

On 5th day of December in the year 2023 before me, Jamie Miles
Notary Public, personally appeared Frank Kronstein, Assistant Vice President of
Mortgage Connect, L.P., Attorney in Fact for Freedom Mortgage
Corporation, personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
entity upon behalf of which the person(s) acted, executed the instrument.

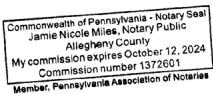
WITNESS my hand and official seal.

 Notary Signature

Jamie Nicole Miles Notary Public Printed Name
(exactly as printed on seal)

10/12/2024 Notary Public Commission
Expiration Date

(Please ensure seal does not overlap any language or print)



NOT AN OFFICIAL DOCUMENT

EXHIBIT A

The following described property situated in Lake County, State of IN, described as follows:

Lot 6, in Lindberg Terrace, as per plat thereof, recorded in Plat Book 29, Page 67, in the Office of the Recorder of Lake County, Indiana.

Being the same property as conveyed from Daniel Wrona and Cynthia L. Wrona-Bodnar to Filberto Garcia Jr. as set forth in Deed Instrument #2016 002639 dated 12/21/2015, recorded 01/15/2016, Lake County, INDIANA.

