

2023-1-4 000
12/06/2023 01:10 PM
TOTAL FEES: 25.00
BY: JAS
PG #: 9

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

RECORDED AS PRESENTED

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:

DON YANCEY
527 PENRHYN PL.
EAST CHICAGO, IN 46312

The mailing address of the grantee is:

DON YANCEY
527 PENRHYN PL.
EAST CHICAGO, IN 46312

[Space Above This Line For Recording Data]

230 368058
DJT

Loan No.: 1485783912

MIN: 100719100010855235

14843224

Investor Loan No: 4026117491

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 21st day of September, 2023, between DON YANCEY, A SINGLE MAN ("Borrower"), CrossCountry Mortgage, LLC ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated June 11, 2021 and in the amount of \$76,000.00 and recorded on June 16, 2021 in Book, Volume, or Liber No. _____, at Page _____ (or as Instrument No. 2021-513488), of the Official (Name of Records) Records of LAKE, INDIANA (County and State, or other Jurisdiction) and (2) the Note bearing the same date as, and secured by, the Security Instrument, which

MERS Phone: 1-888-679-6377

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
The Compliance Source, Inc. Page 1 of 9

MERS Modified Form 3179 I/01 (Rev. 4/14)
23702IN 01/08 Rev. 04/15 Rev. 06/23
©2008-2023, The Compliance Source, Inc.



NOT AN OFFICIAL DOCUMENT

covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at:

527 PENRHYN PL, EAST CHICAGO, IN 46312

[Property Address]

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 **November 1, 2023**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$79,607.65**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 **3.625%**, from **October 1, 2023**. Borrower promises to make monthly payments of principal and interest of U.S. **\$314.39**, beginning on the **1st** day of **November, 2023**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.625%** will remain in effect until principal and interest are paid in full. If on **October 1, 2063** (the "Maturity Date"), 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 the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

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

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

MERS Phone: 1-888-679-6377

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
The Compliance Source, Inc.

Page 2 of 9

MERS Modified Form 3179 1/01 (Rev. 4/14)
237021N 01/08 Rev. 04/15 Rev. 06/23
©2008-2023, The Compliance Source, Inc.



NOT AN OFFICIAL DOCUMENT

- 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.
- 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

MERS Phone: 1-888-679-6377

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
The Compliance Source, Inc.

Page 3 of 9

MERS Modified Form 3179 1/01 (Rev. 4/14)
237021N 01/08 Rev. 04/15 Rev. 06/23
©2008-2023, The Compliance Source, Inc.



NOT AN OFFICIAL DOCUMENT

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 .

- g) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. **MERS is the Mortgagee of record under the Security Instrument and this Agreement.** MERS is organized and existing under the laws of Delaware, and has an address of P.O. Box 2026, Flint, MI 48501-2026, and a street address of 11819 Miami Street, Suite 100, Omaha, NE 68164. The MERS telephone number is (888) 679-MERS.
6. By this paragraph, Lender is notifying Borrower 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.
7. Borrower will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and Borrower shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

MERS Phone: 1-888-679-6377

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
The Compliance Source, Inc.

Page 4 of 9

MERS Modified Form 3179 1/01 (Rev. 4/14)
237021N 01/08 Rev. 04/15 Rev. 06/23
©2008-2023, The Compliance Source, Inc.



NOT AN OFFICIAL DOCUMENT

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to Borrower any Funds held by Lender.

In Witness Whereof, Lender and Borrower have executed this Agreement.

Don Yancey
Borrower - DON YANCEY

Date: 11/18/23

MERS Phone: 1-888-679-6377

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
The Compliance Source, Inc. Page 5 of 9

MERS Modified Form 3179 1/01 (Rev. 4/14)
237021N 01/08 Rev. 04/15 Rev. 06/23
©2008-2023, The Compliance Source, Inc.



NOT AN OFFICIAL DOCUMENT

ACKNOWLEDGMENT

State of Indiana

County of Lake

§
§
§

Lake County Notary
Larry L. Emsweller

Before me, _____ a Notary Public in and for said County and State, personally appeared **DON YANCEY** 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 18 day of November, 2023

Larry L. Emsweller
Signature of Notarial Officer

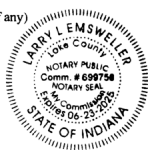
Lake County Notary
Larry L. Emsweller

Notary Printed Name

Lake
County Notarial Officer Resides

(Seal, if any)

My Commission Expires: 06/23/2025



NOT AN OFFICIAL DOCUMENT

ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE
CrossCountry Mortgage, LLC

By: Paula Borshell
Paula Borshell
Vice President
-Lender

November 22, 2023
Date of Lender's Signature

ACKNOWLEDGMENT

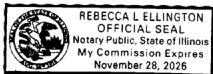
State of Illinois

§
§
§

County of Lake

Before me, Rebecca L Ellington, a Notary Public in and for said County and State,
this 22 day of November 2023, personally appeared
Paula Borshell, as Vice President of CrossCountry Mortgage, LLC, a Limited Liability Company, 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 22 day of November, 2023.



Rebecca L Ellington
Signature of Notarial Officer

Rebecca L Ellington
Notary Printed Name

Kane
County Notarial Officer Resides

My Commission Expires: 11/28/2026

(Seal, if any)

MERS Phone: 1-888-679-6377

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
The Compliance Source, Inc. Page 7 of 9

MERS Modified Form 3179 1/01 (Rev. 4/14)
237021N 01/08 Rev. 04/15 Rev. 06/23
©2008-2023, The Compliance Source, Inc.



NOT AN OFFICIAL DOCUMENT

MERS

Wendy House, Wendy House,
Assistant Secretary, 11/22/23
Mortgage Electronic Registration Systems, Inc., as nominee for CrossCountry Mortgage, LLC, its
successors and assigns

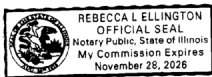
ACKNOWLEDGMENT

State of Illinois

County of Lake

Before me, Rebecca L Ellington, a Notary Public in and for said County and State, this
22 day of November, 2023, personally appeared
Wendy House, as Assistant Secretary of Mortgage Electronic
Registration Systems, Inc, as nominee for CrossCountry Mortgage, LLC, its successors and assigns, a
corporation, 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 the 22 day of November, 2023.



Rebecca L Ellington
Signature of Notarial Officer

Rebecca L Ellington
Notary Printed Name

Kane
County Notarial Officer Resides

My Commission Expires: 11/28/2026

(Seal, if any)

This instrument was prepared by:

Luisa Albrez
1 Corporate Drive, Ste 360
Lake Zurich, IL 60047

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
LUIA ALBREZ (NAME).

MERS Phone: 1-888-679-6377

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
The Compliance Source, Inc.

Page 8 of 9

MERS Modified Form 3179 1/01 (Rev. 4/14)
237021N 01/08 Rev. 04/15 Rev. 06/23
©2008-2023, The Compliance Source, Inc.



NOT AN OFFICIAL DOCUMENT

EXHIBIT A

BORROWER(S): DON YANCEY, A SINGLE MAN

LOAN NUMBER: 1485783912

LEGAL DESCRIPTION:

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

FILE NO.: 2121787

LOT 48 AND THE WEST ONE-HALF OF LOT 47, BLOCK 3, SUBDIVISION OF BLOCKS 3,4,9 AND THE NORTH ONE-HALF OF BLOCK 10, IN SUBDIVISION OF THE WEST 1,317.5 FEET OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE 2ND P.M., (EXCEPT THE EAST 50 FEET OF THE SOUTH 124 FEET OF SAID BLOCK 9, AND EXCEPT THE RIGHT OF WAY OF THE STATE LINE AND INDIANA CITY RAILWAY) IN THE CITY OF EAST CHICAGO, AS SHOWN IN PLAT BOOK 5, PAGE 13, IN LAKE COUNTY, INDIANA.

Parcel ID Number: 45-03-29-204-004.000-024

ALSO KNOWN AS: 527 PENRHYN PL, EAST CHICAGO, IN 46312

MERS Phone: 1-888-679-6377

**Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
The Compliance Source, Inc.**

Page 9 of 9

**MERS Modified Form 3179 1/01 (Rev. 4/14)
237021N 01/08 Rev. 04/15 Rev. 06/23
©2008-2023, The Compliance Source, Inc.**

