

2024-108731
03/20/2024 01:27 PM
TOTAL FEES: 25.00
BY: JAS
PG #: 6
RECORDED AS PRESENTED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

This Document Prepared By:
CHRISTOPHER MANDELKOW
MIDFIRST BANK, A FEDERALLY CHARTERED
SAVINGS ASSOCIATION
501 N.W. GRAND BLVD
OKLAHOMA CITY, OK 73118

When Recorded Mail To:
FIRST AMERICAN TITLE
DTO REC., MAIL CODE: 4002
4795 REGENT BLVD
IRVING, TX 75063

Tax/Parcel #: 45-16-08-206-009.000-042
[Space Above This Line for Recording Data]

Original Principal Amount: \$168,638.00 FHA\VA Case No.:1561445217703
Unpaid Principal Amount: \$126,831.53 Loan No: (scan barcode)
New Principal Amount: \$127,347.34
New Money (Cap): \$515.81

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 20TH day of FEBRUARY, 2024, between JONATHAN P BUCKNER, BETHANY H BUCKNER ("Borrower"), whose address is 138 N GRANT ST, CROWN POINT, INDIANA 46307 and MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION ("Lender"), whose address is 501 N.W. GRAND BLVD, OKLAHOMA CITY, OK 73118, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated SEPTEMBER 21, 2012 and recorded on OCTOBER 3, 2012 in INSTRUMENT NO. 2012 069511, of the OFFICIAL Records of LAKE COUNTY, 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

138 N GRANT ST, CROWN POINT, INDIANA 46307
(Property Address)

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:



NOT AN OFFICIAL DOCUMENT

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, **MARCH 1, 2024** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$127,347.34**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest and other amounts capitalized, which is limited to escrows, and any legal fees and related foreclosure costs that may have been accrued for work completed, in the amount of U.S. **\$515.81**.
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 **7.1250%**, from **MARCH 1, 2024**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **802.96**, beginning on the **1ST** day of **APRIL, 2024**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MARCH 1, 2064** (the "Maturity Date"), the 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; 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. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**



NOT AN OFFICIAL DOCUMENT

6. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary 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.

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 CHRISTOPHER MANDELKOW.



NOT AN OFFICIAL DOCUMENT

In Witness Whereof, I have executed this Agreement.

Jonathan P Buckner
Borrower: **JONATHAN P BUCKNER**

3-7-24
Date

Bethany H Buckner
Borrower: **BETHANY H BUCKNER**

3/7/24
Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared **JONATHAN P BUCKNER, BETHANY H BUCKNER** [Grantor's Name] who acknowledged the execution of the foregoing instrument.

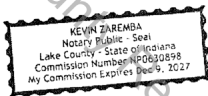
Witness my hand and Notarial Seal this 7th day of March, 2024.

_____. The notarial act was a remote notarial act; the principal appeared by means of audio-visual communication; city, county, state/province in which the signer is physically located at time of signing.

Kevin Zarembo
Notary Public's Signature

Seal

KEVIN ZAREMBA
Notary Public's Printed Name
Notary Name exactly as Commission
Notary Public - State of Indiana
My Commission Expires: 12/9/27
Commission No. NP 0630898
County of Residence: LAKE



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In Witness Whereof, the Lender has executed this Agreement.

MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

By Noemy Hernandez (print name)
Vice President (title)

MAR 13 2024
Date

[Space Below This Line for Acknowledgments]

STATE OF Oklahoma
COUNTY OF Oklahoma

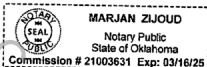
The instrument was acknowledged before me on MAR 13 2024 (date) by
Noemy Hernandez, as Vice President of **MIDFIRST BANK, A
FEDERALLY CHARTERED SAVINGS ASSOCIATION.**

This notarial act was an online notarial act.

Marjan Zijoud
Notary Public

Printed Name: Marjan Zijoud

My commission expires: MAR 16 2025



**THIS DOCUMENT WAS PREPARED BY:
CHRISTOPHER MANDELKOW
MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION
501 N.W. GRAND BLVD
OKLAHOMA CITY, OK 73118**



EXHIBIT A

BORROWER(S): JONATHAN P BUCKNER, BETHANY H BUCKNER

LOAN NUMBER: (scan barcode)

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF INDIANA, AND IS DESCRIBED AS FOLLOWS

PARCEL I LOT 6, EXCEPT THE EAST 146 2 FEET THEREOF, IN JACKSON'S DIVISION OF COMMISSIONER'S ADDITION TO CROWN POINT, AS PER PLAT THEREOF, RECORDED IN MISCELLANEOUS RECORD "A" PAGE 326, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL II PART OF LOT 6 IN COMMISSIONER'S ADDITION TO CROWN POINT, AS PER PLAT THEREOF, RECORDED IN DEED RECORD "D" PAGE 323, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 6 IN JACKSON'S DIVISION OF COMMISSIONER'S ADDITION, THENCE WEST 25 FEET, MORE OR LESS, TO THE EAST LINE OF GRANT STREET, THENCE SOUTH, ALONG SAID EAST LINE, 66 FEET, THENCE EAST 25 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 6 IN JACKSON'S DIVISION OF COMMISSIONER'S ADDITION, THENCE NORTH TO THE POINT OF BEGINNING.

ALSO KNOWN AS: 138 N GRANT ST, CROWN POINT, INDIANA 46307

