

2024-510 28
07/13/2024 02:28 PM
TOTAL FEES: 25.00
BY: JAS
PG #: 9
RECORDED AS PRESENTED

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

Recording Requested By and
Return To:
DMI Mortgage Servicing
717 N HARWOOD ST STE 1600
DALLAS, TX 75201-6526

[Space Above This Line For Recording Data] _____
Original Recorded Date: **November 15, 2022**

FHA COVID-19 RECOVERY LOAN MODIFICATION AGREEMENT

FHA Case Number: 156-5700225-703

Loan No: 1481513313
MIN: 1002772-1019586374-0

Made this 6th day of February, 2024

Borrower ("I")¹: **VENISHA COLE**, whose address is 3765 W 75TH CT, MERRILLVILLE, IN 46410

Lender ("Lender"): **AmeriSave Mortgage Corporation**, whose address is 1 CORPORATE DRIVE STE 360, LAKE ZURICH, IL 60047

Date of First Lien Security Instrument ("Mortgage") and Note ("Note"): **November 10, 2022**

Loan Number: **1481513313**

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

FHA COVID-19 RECOVERY LOAN MODIFICATION AGREEMENT
INMDFRECVM
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9/21
Page 1 of 8
Data ID: CXB5NUP

Loan No: 1481513313

Property Address: 3765 W 75TH CT, MERRILLVILLE, IN 46410 ("Property")

"MERS" is Mortgage Electronic Registration Systems, Inc. ("Mortgagee"). MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026; 11819 Miami Street, Suite 100, Omaha, NE 68164, (888) 679-MERS.

SEE ATTACHED EXHIBIT "A"

Recorded in INSTRUMENT NO. 2022-545794 of the Official Records of the County Recorder's or Clerk's Office of the County of LAKE, Indiana.

If my representations in Section 1 continue to be true in all material respects, then this FHA COVID-19 Recovery Loan Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the First Lien Mortgage on the Property, and (2) the Note secured by the First Lien Mortgage. The First Lien 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 have the meaning given to them in Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations.** I certify, represent to Lender and agree:
 - A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
 - B. The Property has not been condemned;
 - C. There has been no change in the ownership of the Property since I signed the Loan Documents.
2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:
 - A. TIME IS OF THE ESSENCE under this Agreement;
 - B. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
 - C. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.
3. **The Modification.** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents

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Loan No: 1481513313

will automatically become modified on **March 1, 2024** (the "Modification Effective Date") and all unpaid late charges that accumulated on or after March 1, 2020 and remain unpaid are waived. The Loan Documents will be modified and the first modified payment will be due on **April 1, 2024**.

- A. The new Maturity Date will be: **March 1, 2054**.
- B. The modified Principal balance of my Loan will include all amounts and arrearages that will be past due (excluding unpaid late charges that accumulated on or after March 1, 2020) less any amounts paid to the Lender but not previously credited to my Loan. The new Principal balance of my Loan will be **\$184,371.36** (the "New Principal Balance").
- C. Interest at the rate of **6.625%** will begin to accrue on the New Principal Balance as of **March 1, 2024** and the first new monthly payment on the New Principal Balance will be due on **April 1, 2024**. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
30	6.625%	03/01/2024	\$1,180.55	\$524.06 may adjust periodically	\$1,704.61 may adjust periodically	04/01/2024	360

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.
4. **Additional Agreements.** I agree to the following:
- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement unless a borrower or co-borrower is deceased or the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. That I have been advised of the amount needed to fully fund my Escrow Account.

NOT AN OFFICIAL DOCUMENT

Loan No: 1481513313

- E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed. The Loan Documents constitute a first lien on the Property and are in no way prejudiced by this Agreement.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. This Agreement may not, under any circumstances, be assigned to, or assumed by, a buyer of the Property.
- H. That MERS holds only legal title to the interests granted by the Borrower in the mortgage, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage Loan.

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Loan No: 1481513313

In Witness Whereof, the Lender, Mortgagee and I have executed this Agreement.

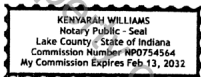
Venisha Cole (Seal)
VENISHA COLE -Borrower

State of Indiana §

County of LAKE §

This record was acknowledged before me on 3/14/24 by VENISHA COLE.

[Seal]



Kenyah Williams
Notary Public

Kenyarah Williams
(Printed Name)

My commission expires: 2/13/2032

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Loan No: 1481513313

AmeriSave Mortgage Corporation
Lender


By: **Marsha Jones** (Seal)

Title: **Vice President**

MAR 2 1 2024
Date of Lender's Signature


State of Illinois §

County of Lake §

This record was acknowledged before me on **MAR 2 1 2024** by
Marsha Jones as **Vice President** of AmeriSave Mortgage Corporation.

[Seal]




Notary Public

Rebecca L. Ellington
(Printed Name)

My commission expires: 11/28/2026

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Loan No: 1481513313

Mortgage Electronic Registration Systems,
Inc., as Mortgagee, as nominee for AmeriSave
Mortgage Corporation, its successors and
assigns

Mortgagee

Richard G. Fike

(Seal)

By: **Richard G. Fike**

Title: **Assistant Secretary**

3/21/24

Date of Mortgagee's Signature

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Loan No: 1481513313

State of Illinois

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County of Lake

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This record was acknowledged before me on MAR 21 2024 by
Richard G. Fike as Assistant Secretary of Mortgage Electronic Registration
Systems, Inc.

[Seal]



Rebecca L. Ellington
Notary Public

Rebecca L Ellington
(Printed Name)

My commission expires: 11/28/2026

Prepared by:
Regina M. Uhl
AsurityDocs
717 N. Harwood, Suite 1600
Dallas, TX 75201

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 Regina M. Uhl.

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LEGAL DESCRIPTION

See Attached Exhibit A

LOT 212 IN SOUTHBROOK, UNIT NO. 3, AS PER PLAT THEREOF, RECORDED OCTOBER 14, 1975 IN PLAT BOOK 45 PAGE 106, AND AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED NOVEMBER 21, 1975 AS DOCUMENT NO. 326093 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.