

GINA PIMENTEL  
RECORDER  
STATE OF INDIANA  
LAKE COUNTY  
RECORDED AS PRESENTED

**2024-012020**  
9:23 AM 2024 Apr 30

3 ↘  
WHEN RECORDED MAIL TO:  
Diamond Residential Mortgage Corporation  
582 Oakwood Avenue  
Lake Forest, IL 60045

[Space Above This Line For Recording Data]

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 16th day of February, 2024, between **DAVID D. CHUBE, JR., A SINGLE PERSON** ("Borrower") and **Diamond Residential Mortgage Corporation** ("Lender"), amends and supplements (1) the Deed of Trust, as amended by the Residential Construction Loan Rider to Mortgage or Deed of Trust (collectively, the "Security Instrument") dated **July 31, 2023** and recorded on **August 03, 2023** as **DOCUMENT NUMBER 2023-524926** in the Real Property Records of **LAKE COUNTY, Indiana** and (2) the Construction Loan Agreement dated **July 31, 2023** (the "Construction Loan Agreement"), and (3) Construction Mortgage Note (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

**7400 MAPLE AVENUE, GARY, Indiana 46403**, the real property described being set forth as follows:

**LOT 13, IN BLOCK 23, IN NORCOTT'S ADDITION TO INDIANA CITY, IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 1 PAGE 14, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.**

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. The Due Date of the Note is hereby deleted and replaced in its entirety with the following: "Due Date: **May 30, 2024**"
2. The definition of "Note" in the Security Instrument is hereby deleted and replaced in its entirety with the following:

"Note" means the promissory note signed by Borrower and dated **July 31, 2023**. The Note states that Borrower owes Lender **THREE HUNDRED NINETY-FIVE THOUSAND SIX HUNDRED DOLLARS AND 00/100 (U.S.\$395,600.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **May 30, 2024**.

ck. 25.1  
10470  
✍

# NOT AN OFFICIAL DOCUMENT

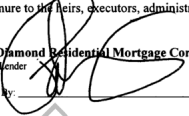
3. The Completion date in Section 2.1.5 of the Construction Loan Agreement is hereby deleted and replaced in its entirety with the following: **May 30, 2024**

4. Borrower will comply with all other covenants, agreements, and requirements of the Note, Security Instrument and Construction Loan Agreement, which remain in full force and effect except as modified herein.

5. Borrower understands and agrees that 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.

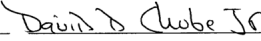
6. Borrower agrees to make and execute such further or other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower."

Diamond Residential Mortgage Corporation  
Lender

BY:  \_\_\_\_\_  
DAVID D. CHUBE, JR.

(Seal)  
-Borrower

Paul Diamond CEO  
(Printed Name and Title)

 \_\_\_\_\_

(Seal)  
-Borrower

4/16/24

4/16/24

(Date of Lender's Signature)

(Seal)  
-Borrower

(Seal)  
-Borrower

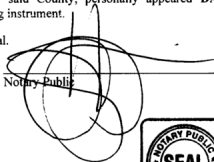
Property of Lake County Recorder

[Space Below This Line For Acknowledgments]  
INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA  
COUNTY OF LAKE

On this 16<sup>th</sup> day of April, 2024, before me, the undersigned, a Notary Public in and for said County, personally appeared **DAVID D. CHUBE, JR.** and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
April 4<sup>th</sup> 2031



This instrument was prepared by:  
Sandler Law Group  
717 N. Harwood St., Suite 1600  
Dallas, TX 75201  
214-257-1700

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

  
\_\_\_\_\_  
Signature of Declarant

Regina Uhl  
Printed Name of Declarant