

# NOT AN OFFICIAL DOCUMENT

2024-08-29 11:53 AM  
08/29/2024 11:53 AM

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
GINA PIMENTEL  
RECORDER

TOTAL FEES: 25.00  
BY: JAS  
PG #: 6  
RECORDED AS PRESENTED

This Document Prepared By:

SARAH DUEHN  
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 #: 45-10-12-151-009.000-034

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Original Principal Amount: \$165,242.00

FHA/VA/RHS Case No.: 1519734036729

Unpaid Principal Amount: \$139,451.31

Loan No: (scan barcode)

New Principal Amount: \$147,460.44

New Money (Cap): \$8,009.13

## LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 29TH day of AUGUST, 2024, between NANCY EICKLEBERRY ("Borrower"), whose address is 1602 COZY LANE, DYER, INDIANA 46311 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 OCTOBER 13, 2009 and recorded on OCTOBER 19, 2009 in INSTRUMENT NO. 2009 070198, 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

1602 COZY LANE, DYER, INDIANA 46311  
(Property Address)



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the real property described is located in LAKE County, INDIANA and 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, **SEPTEMBER 1, 2024** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$147,460.44, 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. \$8,009.13.
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 7.0000%, from **SEPTEMBER 1, 2024**. The Borrower promises to make monthly payments of principal and interest of U.S. \$916.37, beginning on the **1ST** day of **OCTOBER, 2024**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **SEPTEMBER 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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.  
  
If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.
4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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.
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.



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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 SARAH DUEHN.**

Property of Lake County Recorder



In Witness Whereof, I have executed this Agreement.

Borrower NANCY EICKLEBERRY

Date

9/5/24

[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

STATE OF INDIANA )  
COUNTY OF Lake ) SS:

Before me, a Notary Public in and for said County and State, personally appeared NANCY EICKLEBERRY [Grantor's Name] who acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal this 5 day of September, 20 24.

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.

Denise Voss  
Notary Public's Signature

Seal

Denise Voss  
Notary Public's Printed Name

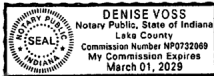
Notary Name exactly as Commission

Notary Public - State of Indiana

My Commission Expires: March 01, 2029

Commission No. NP0732069

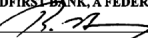
County of Residence: Lake



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In Witness Whereof, the Lender has executed this Agreement.

MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION

By  (print name) SEP 1 1 2024 Date  
Blake Hendley (title)  
VICE PRESIDENT

[Space Below This Line for Acknowledgments]

## LENDER ACKNOWLEDGMENT

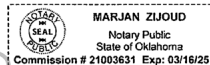
STATE OF Oklahoma  
COUNTY OF Oklahoma

The instrument was acknowledged before me on SEP 1 1 2024 (date) by  
Blake Hendley, as VICE PRESIDENT of MIDFIRST BANK, A  
FEDERALLY CHARTERED SAVINGS ASSOCIATION.

This notarial act was an online notarial act.

  
Notary Public

Printed Name: Marjan Zijoud



My commission expires: MAR 1 6 2025

## THIS DOCUMENT WAS PREPARED BY:

SARAH DUEHN  
MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION  
501 N.W. GRAND BLVD  
OKLAHOMA CITY, OK 73118



## EXHIBIT A

**BORROWER(S):** NANCY EICKLEBERRY

**LOAN NUMBER:** (scan barcode)

**LEGAL DESCRIPTION:**

The land referred to in this document is situated in the CITY OF DYER, COUNTY OF LAKE, STATE OF INDIANA, and described as follows:

LOT NUMBERED TWO HUNDRED TWELVE (212) SHEFFIELD ESTATES 6TH ADDITION TO THE TOWN OF DYER, LAKE COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 74, PAGE 51 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

ALSO KNOWN AS: 1602 COZY LANE, DYER, INDIANA 46311

