

2/22/2024 5:07:13
1/23/2024 10:23 AM
TOTAL FEE: \$5.00
BY: JAS
PG #: 8
RECORDED AS PRESENTED

STATE OF INDIANA
CLERK OF SUPERIOR COURT
FILED FOR RECORD
GINA PIMENTEL
RECORDER

RETURN RECORDED DOCUMENT TO:

Truist Bank
Loss Mitigation, 306-40-04-70
1001 Semmes Avenue
Richmond, VA 23224
Prepared By: TRUIST
APN: 451204107021000031

_____[Space Above This Line For Recording Data]_____
INVESTOR LOAN# 0231495985 **LOAN# 0243243763**

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 17th day of SEPTEMBER, 2024, between COURTNEY A MAYER, A SINGLE WOMAN ("Borrower") and Truist Bank, ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated OCTOBER 20, 2014 in the amount of \$77,077.00 and recorded OCTOBER 22, 2014 in Document number 2014 066762, of the Official Records of LAKE County, INDIANA and (2) the "Note" (including other previous modifications to the Note), which bears the same date as, and is 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:

**5385 BUCHANAN ST
MERRILLVILLE, INDIANA 46410**
(Property Address)

the real property described being set forth as follows:

SEE ATTACHED SCHEDULE "A"

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 OCTOBER 1, 2024 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$72,835.23 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 4.750%, from OCTOBER 1, 2024. Borrower promises to make monthly payments of principal and interest of U.S. \$339.24, beginning on the 1ST day of NOVEMBER, 2024, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.750% will remain in effect until principal and interest are paid in full. Your maturity date has been extended to OCTOBER 1, 2064 (the "Maturity Date"). If on 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.

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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. 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

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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 promises to pay the debt evidenced by the Note and Security Instrument. Further, Borrower acknowledges and agrees that any election by Lender to accelerate the debt evidenced by the Note and Security Instrument and the requirement by Lender of immediate payment in full thereunder is revoked upon the first payment made under the Agreement; and, the Note and Security Instrument, as amended by the Agreement, are returned to installment status and the obligations under the Note and Security Instrument remain fully effective as if no acceleration had occurred.
- (f) Borrower further agrees to execute or cause to be executed by counsel, if applicable, a stipulation (to be filed with the court in the foreclosure action), that the Lender's election to accelerate the debt evidenced by the Note and Security Instrument and requirement of immediate payment in full thereunder is revoked upon the first payment made under the Agreement and the debt evidenced by the Note and Security Instrument is decelerated at that time pursuant to New York General Obligations Law § 17-105, or other applicable law.

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 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 .

6. 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,

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upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

7. 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.

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.

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BY SIGNING BELOW, Borrower and Lender do each accept and agree to the terms and covenants in this Loan Modification Agreement as of the date first written above.

BORROWER

Courtney A. Mayer
COURTNEY A. MAYER

State of Indiana §
County/City of Lake §

On this the 5 day of October, 2024 before me, (Notary's Name) Alexis Stallard, personally appeared (Borrower/Title Holder's Name) Courtney A. Mayer, who is/are personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the above instrument and acknowledged to me that he/she/they executed the same as his/her/their voluntary act and deed.

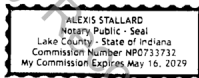
WITNESS my hand and official seal.

Notary Signature Alexis Stallard (Seal)

Printed Name Alexis Stallard

County of Residence Lake

My Commission Expires: May 14, 2029



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[Space Below This Line For Acknowledgement]

Truist Bank: Michelle Liles Officer

Truist Bank, Lender

10/10/2024
Date of Lender's Signature

(LENDER'S CORPORATE ACKNOWLEDGMENT)

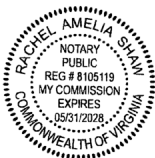
COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF RICHMOND, to wit:

I, Rachel Amelia Shaw, a Notary Public in and for the said jurisdiction, do hereby certify that this day personally appeared before me in my said jurisdiction, Michelle Liles officer Michelle Liles Vice President of Truist Bank, whose name is signed to the foregoing instrument and acknowledged the same before me in my said jurisdiction.

My commission expires: 05/31/2028
Registration Number: 8105119

GIVEN under my hand and notarial seal this the 10th day of October, 2024.

Rachel Amelia Shaw (Seal)
Notary Public



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SCHEDULE "A"

Lot 16 in Block 7 in Meadowdale Subdivision, in the Town of Merrillville, as per plat thereof, recorded June 11, 1956, in Plat Book 31, page 52, in the Office of the Recorder of Lake County, Indiana.

Property Address: 5385 Buchanan SE., Merrillville, Indiana 46410

Tax ID No. : 45-12-04-107-021.000-031

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Truist Bank
Mail Code 306-40-04-70
1001 Semmes Avenue
Richmond, Virginia 23224

This is to certify that within instrument was prepared by Truist Bank,
_____ (Truist Bank Representative).

MICHELLE LILES



Signed, (Truist Bank Representative)

_____ *officer* _____
Title

_____*10 / 10 / 24*_____

Property of Lake County Recorder