

Do Not Write Above This Line – For Register of Deeds Use Only

**LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)**

This Loan Modification Agreement (“Agreement”), made this ____ day of _____, _____, between _____ (“Borrower”) and _____ (“Lender”), amends and supplements (1) the Mortgage (the “Security Instrument”), and Rider, if any, dated _____ and recorded in Book or Liber _____, at page(s) _____, of the _____ Records of _____ (Name of Records) _____ and (2) the Note, bearing the same date as, and secured by, the _____ (County and State, or other Jurisdiction) Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the “Property”, located at _____

(Property Address)

the real property described being set forth as follows:

SAMPLE

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 _____, the amount payable under the Note and the Security Instrument (the “Unpaid Principal Balance”) is U.S. \$_____, 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 _____%, from _____, _____. Borrower promises to make monthly payments of principal and interest of U.S. \$_____, beginning on the ____ day of _____, _____, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of _____% will remain in effect until principal and interest are paid in full. If on _____ (the “Maturity Date”), 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 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 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 agrees to make and execute such 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.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

(Seal)
-Lender

(Seal)
-Borrower

By: _____

(Seal)
-Borrower

_____ [Space Below This Line For Acknowledgments] _____

STATE OF MICHIGAN
COUNTY OF _____ } *SS*

The foregoing instrument was personally acknowledged before me this ____ day of _____, _____, by _____ **and** _____, [Marital Status] (Borrowers) and _____ Credit Union, by _____, its _____.

NOTARY PUBLIC _____
Acting in _____
_____ County, Michigan
My Commission Expires: _____

SAMPLE

This instrument was prepared by: [Draftor Name & Address]

When Recorded Return to: [Credit Union Name & Address]