



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

This Loan Modification Agreement ("Agreement"), made this 5th day of January between [REDACTED] ("Borrower(s)") and TD Bank, N.A. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated 05/22/09, and recorded in Document number [REDACTED], of the Registry of Deeds, County of Union, State of NJ 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:

[REDACTED]

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 01/02/2018, the amount payable under the Note and the Security Instrument, Account Number [REDACTED] is U.S. \$173,600.19, consisting of the unpaid amount(s) loaned to Borrower by Lender in the amount of \$158,061.01 (the "Unpaid Principal Balance") and other amounts capitalized, plus U.S. \$15,539.18 (the "Deferred Amount") of principal, accrued and uncollected interest and other amounts which are due upon maturity

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, and the Deferred Amount plus interest to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the year fixed rate of 3.9% from 4.49%. Borrower promises to make monthly payments of principal and interest of U.S. 753.70, beginning on the first day of 02/2018 and continuing hereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly fixed rate of 3% will remain in effect until principal and interest are paid in full. If on 01/02/2048 (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 a part of the Property or any interest in the Property is sold or transferred (or if Borrower is a natural person and 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 with all limitation, covenants, conditions and requirements to make all payments of taxes, insurance premiums, assessments, sewer items, deposits, 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 the 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.
- (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 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