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This instrument was prepared by:
PNC Bank, National Association
Consumer Loan Center
2730 Liberty Avenue
Pittsburgh, PA 15222
P5-PCLC-02-F
800-762-4466
54-03-48013780296

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 061672

2009 SEP -9 AM 8:47

MICHAEL A. BROWN
RECORDER

Parcel I.D. Number: 49482-04

After recording, please return to:
PNC Bank, National Association
Consumer Loan Center
2730 Liberty Avenue
Pittsburgh, PA 15222
P5-PCLC-01-I



[Space Above This Line For Recording Data]

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**MODIFICATION TO HOME EQUITY LINE OF CREDIT
AGREEMENT AND OPEN-END MORTGAGE**

THIS MODIFICATION AGREEMENT (this "Agreement"), dated 08/11/2009, is made between PNC Bank, NA (the "Bank") and Diane M. Martin and Scott Martin (the "Borrower"). In this Agreement the words "you" and "your" mean each person, individually and jointly, who signs this Agreement as "Borrower". The words "we," "us" and "our" mean the Bank. All capitalized terms not defined herein shall have the same meaning as given in the Line of Credit Agreement (as hereinafter defined).

A. You have heretofore entered into a Home Equity Line of Credit Agreement (the "Line of Credit Agreement") with us, dated November 01, 1999, which is secured by a Mortgage of the same date recorded as Instrument No. 1999040529 in Book at Page of the Lake County Land Records (the "Security Instrument"), covering real property located at 431 NORTHFIELD LN, VALPARAISO, Indiana 46383 (the "Property"), (collectively, the "Loan Documents"); and

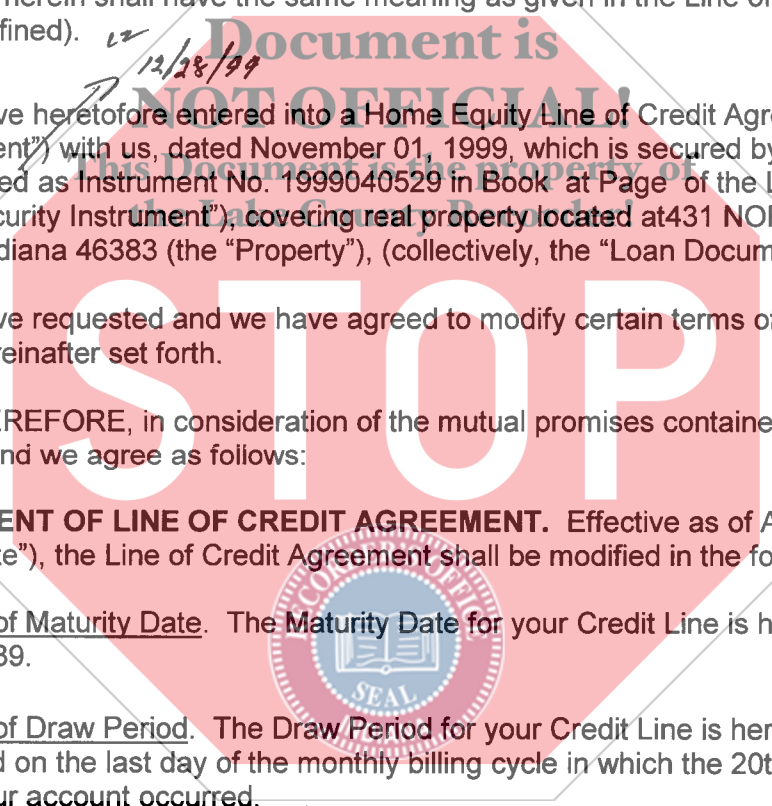
B. You have requested and we have agreed to modify certain terms of the Line of Credit Agreement as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, you and we agree as follows:

A. AMENDMENT OF LINE OF CREDIT AGREEMENT. Effective as of August 11, 2009 (the "Effective Date"), the Line of Credit Agreement shall be modified in the following respects:

1. Extension of Maturity Date. The Maturity Date for your Credit Line is hereby extended to November 01, 2039.

2. Extension of Draw Period. The Draw Period for your Credit Line is hereby extended so that it will now end on the last day of the monthly billing cycle in which the 20th anniversary of the opening of your account occurred.



Handwritten notes: \$21, CK# 000071896, C/A, E

3. Minimum Monthly Payments. The number of minimum monthly payments to be made by you during the remainder of the Draw Period, as extended, will be one hundred twenty (120).

B. MODIFICATION OF SECURITY INSTRUMENT. As of the Effective Date, the Security Instrument shall be modified to extend the Maturity Date from **November 01, 2029** to **November 01, 2039**.

C. OTHER TERMS

1. Except as to changes described in Section B of this Agreement, this Agreement shall not affect our security interest in, or lien priority on, the Property.

2. This Agreement shall not be construed to be a satisfaction, novation or partial release of the Line of Credit Agreement or the Security Instrument.

3. We do not waive our right to: (i) prohibit or restrict any future amendments or modifications you may request, or (ii) enforce any of our rights or remedies under any of the Loan Documents.

4. By signing this Agreement, you represent and warrant to us that you have no counterclaims, set-offs or defenses to our rights under the Loan Documents.

5. Except as amended by this Agreement, all terms and conditions of the Loan Documents shall remain in full force and effect. In the event of any irreconcilable conflict between any provision of this Agreement and any provision of the Loan Documents, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the date established herein.

WITNESS:

X *Pamela J. Veens*
Print Name: PAMELA J. VEENSTRA

X *Michelle Compagnott*
Print Name: michelle Compagnott

BORROWER:

X *Diane M. Martin*
Name: Diane M. Martin
Date: 8-18-2009

X *Scott Martin*
Name: Scott Martin
Date: 8-18-2009



NOTARY ACKNOWLEDGMENT

STATE OF INDIANA, COUNTY/CITY OF LAKE, to wit:

On this, the 18th day of August, 2009, before me, the undersigned officer, personally appeared Diane M. Martin and Scott Martin known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained as his/her/their free act and deed.

In witness whereof, I hereunto set my hand and official seal.

x Annette Alatorre
Print Name: Anne He Alatorre

Notary Public

My commission expires: 9-10-2015

County of Residence: Porter Co.

LENDER:

PNC Bank, National Association

By: Jennifer Thompson
Name: JENNIFER THOMPSON
Title: ASST. VICE PRESIDENT
Date: 8-26-09

Document is NOT OFFICIAL!
This document is the property of the Lake County Recorder!

LENDER ACKNOWLEDGMENT

STATE OF PENNSYLVANIA, COUNTY OF ALLEGHENY, to wit:

On this, the 26 day of August, 2009, before me, the undersigned officer, personally appeared JENNIFER THOMPSON, who acknowledged himself/herself to be ASST. VICE PRESIDENT of PNC Bank, National Association, a national banking association, and that he/she as such ASST. VICE PRESIDENT, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the association by himself/herself as ASST. VICE PRESIDENT.

In witness whereof, I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Valerie Stelitano, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Mar. 16, 2010
Member, Pennsylvania Association of Notaries

x Valerie Stelitano

Print Name: **VALERIE STELITANO**
Notary Public

My commission expires on 3/16/10

MARTIN

EXHIBIT A

REC DT: 8-26-91
BK: 419
PG: 311
PARCEL: 04/49482
GROUP:

LOT 50 IN EASTWOOD HILLS, UNIT C, AS PER PLAT THEREOF, RECORDED IN PLAT FILE 18-D-1B, IN THE OFFICE OF THE RECORDER OF PORTER COUNTY, INDIANA.

