

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2010 015793

2010 MAR 19 AM 8:48

MICHELLE D. FAJMAN  
RECORDER

When recorded mail to: #5687501  
First American Title  
Loss Mitigation Title Services 11759.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: ROPER - PROPERTY REPORT

Parcel No. 450327129005000024

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Original Recorded Date: AUGUST 12, 1997

Loan No.: 0008585107

Original Principal Amount: \$ 107,000.00

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

This Loan Modification Agreement ("Agreement"), made this **1ST** day of **FEBRUARY, 2010**,  
between **Donna Roper**

("Borrower") and **PNC MORTGAGE, A DIVISION OF PNC BANK, NA!**

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and  
Timely Payment Rewards Rider, if any, dated **AUGUST 5, 1997** and recorded in  
**Instrument No. 97052263**, of the **Official** Records of

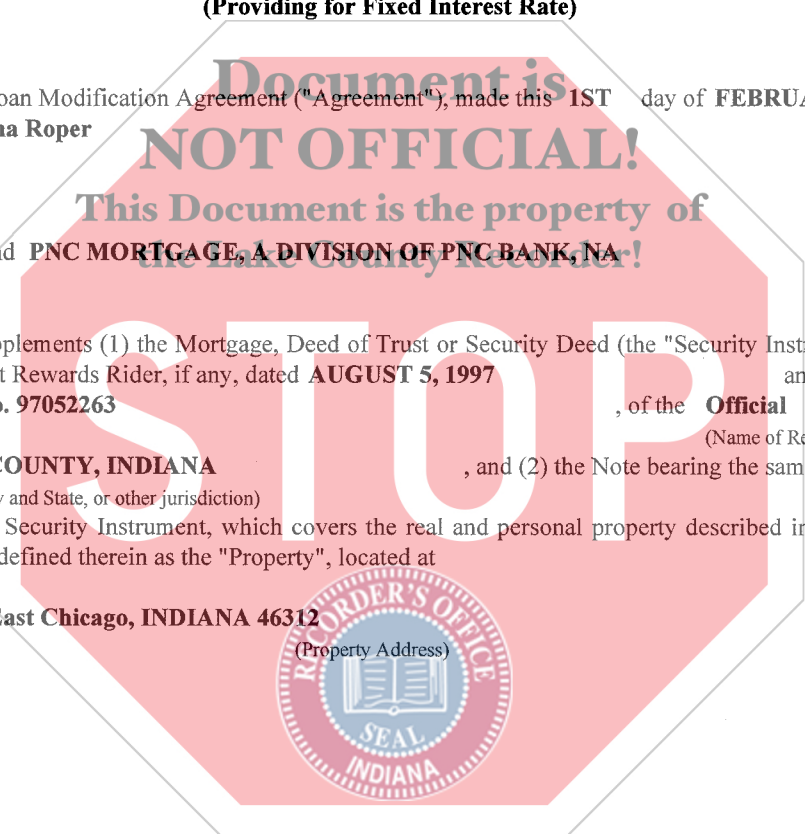
**Lake County COUNTY, INDIANA**

(County and State, or other jurisdiction)

, 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

**2103 Joy LN, East Chicago, INDIANA 46312**

(Property Address)



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LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument Form 3179 1/01 (rev. 6/06)

First American Loan Production Services

First American Real Estate Solutions LLC

FALPS# INFM3179 Rev. 06-17-09

(page 1 of 3)  
INDIANA

the real property described 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 **FEBRUARY 1, 2010**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **115,258.10**, 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 **5.000** %, from **FEBRUARY 1, 2010**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **618.74**, beginning on the **1ST** day of **MARCH, 2010**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.000** % will remain in effect until principal and interest are paid in full. If on **FEBRUARY 01, 2040** (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:

**LEGAL DESCRIPTION**  
**Exhibit "A"**

**PNC# 0008585107**

**TAX ID# 450327129005000024**

THE NORTHWESTERLY 15.87 FEET OF LOT 20 BY PARALLEL LINES AND THE SOUTHEASTERLY 41.57 FEET OF LOT 21 BY PARALLEL LINES, PRAIRIE PARK UNIT NO. 4, IN THE CITY OF EAST CHICAGO, AS SHOWN IN PLAT BOOK 52, PAGE 42, IN LAKE COUNTY, INDIANA.



0008585107

- (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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
  - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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.

PNC MORTGAGE, A DIVISION OF PNC BANK, NA

*Kim Siderstich*

Name: ~~Jennifer Mifflin~~  
Its: **Authorized Agent**

*Kim Siderstich*

(Seal)

- Lender

*Donna D. Roper*  
**Donna Roper**

(Seal)

- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

**Document is  
NOT OFFICIAL!**

**This Document is the property of  
the Lake County Recorder!**

**STOP**



\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
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(Seal)  
- Borrower

[Space Below This Line For Acknowledgment]

**BORROWER ACKNOWLEDGMENT**

0008585107

STATE OF

COUNTY SS:

On this 24 day of February, before me, the undersigned, a Notary Public in and for said County, personally appeared

**Donna Roper** *Donna D. Roper*  
and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

*Angela Owensby*  
Notary Public

ANGELA OWENSBY

Residing in LAKE County

My commission expires: 3-29-11

Document is NOT OFFICIAL!  
LENDER ACKNOWLEDGMENT

STATE OF OHIO

COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me this Feb 26, 2010 by Jennifer Mifflin *Kim Sidewick*, the Authorized Agent of \_\_\_\_\_, on behalf of said entity.

*Robert D. Seubert*  
Notary Public

Robert D. Seubert, Notary Public  
in and for the State of Ohio  
My Commission Expires June 26, 2010

**THIS DOCUMENT WAS PREPARED BY: Robyn Hudson  
PNC MORTGAGE  
3232 NEWMARK DRIVE, MIAMISBURG, OHIO 45342**

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law Robyn Hudson  
[Printed Name]