

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2010 JUL 23 AM 9:24

MICHELLE R. FAJMAN
RECORDER

2010 042716

When recorded mail to: #6031572
First American Title
Loss Mitigation Title Services 11759.1
P.O. Box 27670
Santa Ana, CA 92799
RE: CROSTHWAIT - PROPERTY REPORT

MAIL TAX STATEMENTS TO:
PNC MORTGAGE, A DIVISION OF PNC BANK, NA
3232 NEWMARK DRIVE
MIAMISBURG, OHIO 45342



[Space Above This Line for Recording Data]
Original Recorded Date: DECEMBER 4, 2001 **Fannie Mae Loan No. 7812870**
Original Principal Amount: \$ 104,400.00 **Loan No. 000685865**

LOAN MODIFICATION AGREEMENT
(Providing for Step Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **2ND** day of **JUNE, 2010**,
between **DALLAS CROSTHWAIT, AN ADULT**

("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 **NOVEMBER 15, 2001** and recorded in
Instrument No. 2001-098616, of the **Official** Records of
(Name of Records)

LAKE COUNTY, INDIANA, and (2) the Note bearing the same date as, and
(County and State, or other jurisdiction)

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
11204 FATHKE ROAD, CROWN POINT, INDIANA 46037
(Property Address)

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument
CoreLogic Document Services
CoreLogic, Inc.
CLDS# FM3162 Rev. 04-05-10

Form 3162 6/06 (rev. 01/09)
(page 1 of 5)

23⁰⁰ 2⁰⁰
00
40534457
E RM

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

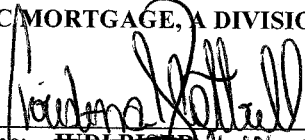
In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **JULY 1, 2010**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **88,812.19** 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 for the first five years at the yearly rate of **4.000000** % from **JULY 1, 2010**, and Borrower promises to pay monthly payments of principal and interest in the amount of \$ **515.02** beginning on the **1ST** day of **AUGUST, 2010**. During the sixth year and continuing thereafter until the Maturity Date (as hereinafter defined), interest will be charged at the yearly rate of **5.000000** %, from **JULY 1, 2015**, and Borrower shall pay monthly payments of principal and interest in the amount of \$ **553.59** beginning on the **1ST** day of **AUGUST, 2015** and shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **DECEMBER 01, 2031**, (the "Maturity Date"), Borrower still owes amounts under the Note and 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, 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


Name: ~~JUDI BISTER~~ Christina J. Cottrell
Its: AUTHORIZED AGENT

- Lender


DALLAS CROSTHWAIT

(Seal)

- Borrower

(Seal)

- Borrower

(Seal)

- Borrower

(Seal)

- Borrower

(Seal)

- Borrower

(Seal)

- Borrower

[Space Below This Line For Acknowledgment]

BORROWER ACKNOWLEDGMENT

000685865

STATE OF Indiana COUNTY SS: Lake
On this 18 day of June 2010, before me, the undersigned, a Notary Public in and for said County, personally appeared **DALLAS CROSTHWAIT**

and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

ELIZABETH A GRIMM
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. AUGUST 8, 2012

Elizabeth A Grimm
Notary Public
Residing in Lake County
My commission expires: 8 August 2012

LENDER ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF MONTGOMERY
The foregoing instrument was acknowledged before me this June 25th, 2010 by
~~JUDICISER~~ Christina J. Getzell, the AUTHORIZED AGENT
of _____, on behalf of said entity.

Sherril L. Jackson
Notary Public



SHERRIL L. JACKSON
Notary Public, State of Ohio
My Commission Expires 01/25
2011

THIS DOCUMENT WAS PREPARED BY: MARCUS MORELAND
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 MARCUS MORELAND
[Printed Name]

LEGAL DESCRIPTION

Exhibit "A"

PNC# 0000685865

TAX ID# 451512179004000041

PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND P.M., IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID TRACT 538 FEET WEST OF THE SOUTHEAST CORNER THEREOF, THENCE NORTH 12 DEGREES 15 MINUTES EAST A DISTANCE OF 619.5 FEET TO THE CENTER LINE OF SAID PUBLIC HIGHWAY, THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID HIGHWAY A DISTANCE OF 27 FEET, THENCE SOUTHWESTERLY TO A POINT ON THE SOUTH LINE OF SAID HIGHWAY A DISTANCE OF 27 FEET, THENCE SOUTHWESTERLY TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER WHICH POINT IS 716 FEET WEST OF THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, THENCE EAST A DISTANCE OF 178 FEET TO THE PLACE OF BEGINNING.