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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2011 012514

2011 MAR -3 PM 2:19

MICHELLE S. FAJMAN
RECORDER

[Space Above This Line for Recording Data]

Original Recorded Date: APRIL 24, 2003
Original Principal Amount: \$ 117,334.00

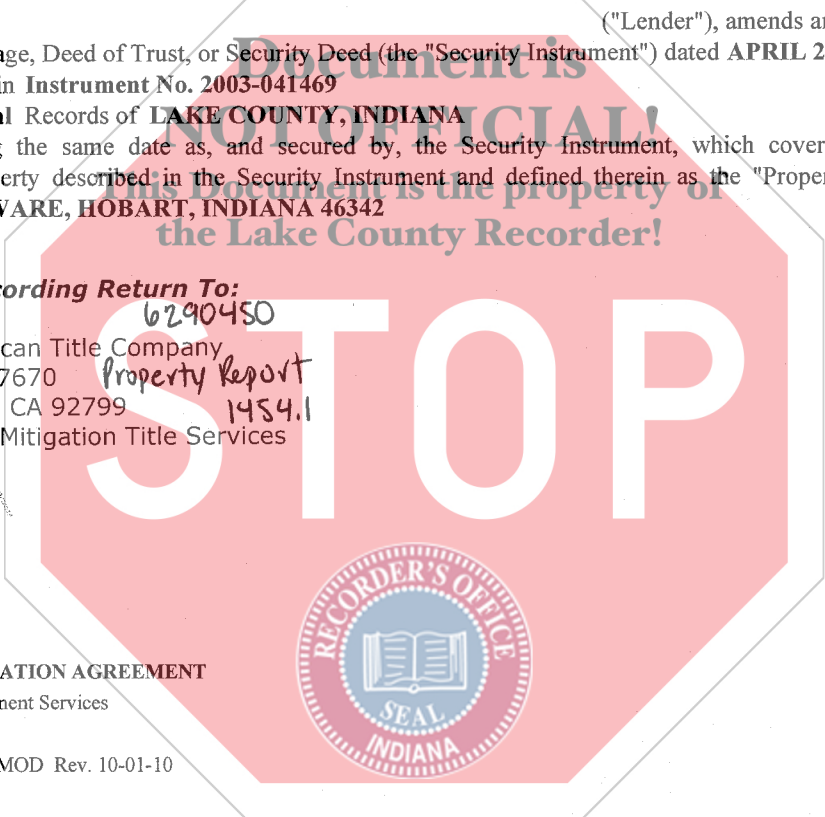
Loan No. 0002220448
FHA/VA Case No. 151-7123925 703

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 22ND day of OCTOBER, 2010 ,
between DARWIN CRUZ, MARRIED

("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") dated APRIL 21, 2003
and recorded in Instrument No. 2003-041469
of the Official Records of LAKE COUNTY, INDIANA , 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
1230 DELAWARE, HOBART, INDIANA 46342



When Recording Return To:
6290450
First American Title Company
P.O. Box 27670 Property Report
Santa Ana, CA 92799 1454.1
Attn: Loss Mitigation Title Services

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CoreLogic Document Services
CoreLogic, Inc.
CLDS# INHUD-MOD Rev. 10-01-10

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AMOUNT \$ 20⁰⁰
CASH _____ CHARGE _____
CHECK # 70105945
OVERAGE 3
COPY _____
NON-COM _____
CLERK RA E

the real property described being set forth as follows:

**LOT 23 IN LAKE GEORGE PLATEAU UNIT 4, IN THE CITY OF HOBART,
AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 49 PAGE 37, IN THE
OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, AND AMENDED BY
A CERTIFICATE OF CORRECTION RECORDED MAY 1, 1996 AS DOCUMENT
NO. 96028659.**

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 **DECEMBER 1, 2010**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **164,805.58**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$ **46,845.57** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
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 **4.500** %, from **DECEMBER 1, 2010**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **835.05**, beginning on the **1ST** day of **JANUARY, 2011**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **DECEMBER 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 it 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.

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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 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 any such terms and provisions as those referred to in (a) above.
5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
6. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary 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.



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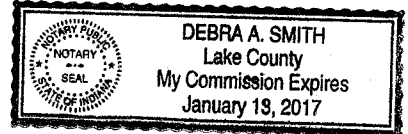
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PNC MORTGAGE, A DIVISION OF PNC BANK, NA

Eileen Burrall (Seal)
Name: Eileen Burrall - Lender
Its: Mortgage Officer



Darwin Cruz (Seal)
DARWIN CRUZ - Borrower

(Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

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This Document is the property of the Lake County Recorder!

STOP

RECORDER'S OFFICE
SEAL
INDIANA

0002220448

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of INDIANA

County of lake

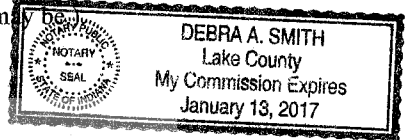
Before me Debra A. Smith, Notary, (Judge or justice, as the case may be) this 15th day of November 2010

DARWIN CRUZ

Darwin Cruz

acknowledged the execution of the annexed deed, (or mortgage, as the case may be)

Debra A. Smith Notary
Name and Title



LENDER ACKNOWLEDGMENT

State of OHIO

County of MONTGOMERY

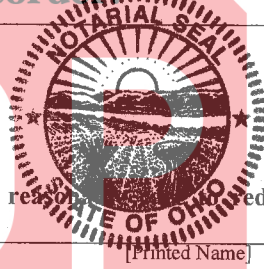
The foregoing instrument was acknowledged before me this 10th day of February 2011 by

Eileen Burrall, the Mortgage Officer

of ONE MORTGAGE

on behalf of said entity.

Sharita Wise - Notary Public
Name and Title



SHARITA WISE
NOTARY PUBLIC
IN AND FOR THE STATE OF OHIO
MY COMMISSION EXPIRES SEPT. 30, 2015

I affirm, under the penalties of perjury, that I have taken reasonable steps to verify the identity of each Social Security number in this document, unless required by law

[Printed Name]

This Instrument Was Prepared By:

Siala Njie
PNC MORTGAGE
3232 NEWMARK DRIVE
MIAMISBURG, OHIO 45342

When Recorded Mail To:

FIRST AMERICAN TITLE
P.O. BOX 27670
SANTA ANA, CA 92799-7670



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INDIANA