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2011 SEP -9 PM 2:27

When recorded mail to: #6559149
First American Title
Loss Mitigation Title Services 11759.1
P.O. Box 27670
Santa Ana, CA 92799
RE: COLLIER - PROPERTY REPORT

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

THIS DOCUMENT WAS PREPARED BY:

Robin G. Penrod
PNC MORTGAGE
3232 NEWMARK DRIVE
MIAMISBURG, OHIO 45342
937 / 910-1424

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Original Recorded Date: JULY 24, 2007 Loan No: 0005678480
Original Principal Amount: \$ 486,200.00

MORTGAGE or DEED OF TRUST MODIFICATION AGREEMENT

This Mortgage or Deed of Trust Modification Agreement ("Agreement"), made as of this 28TH day of JULY, 2011, (the "Effective Date") between DENNIS COLLIER, married

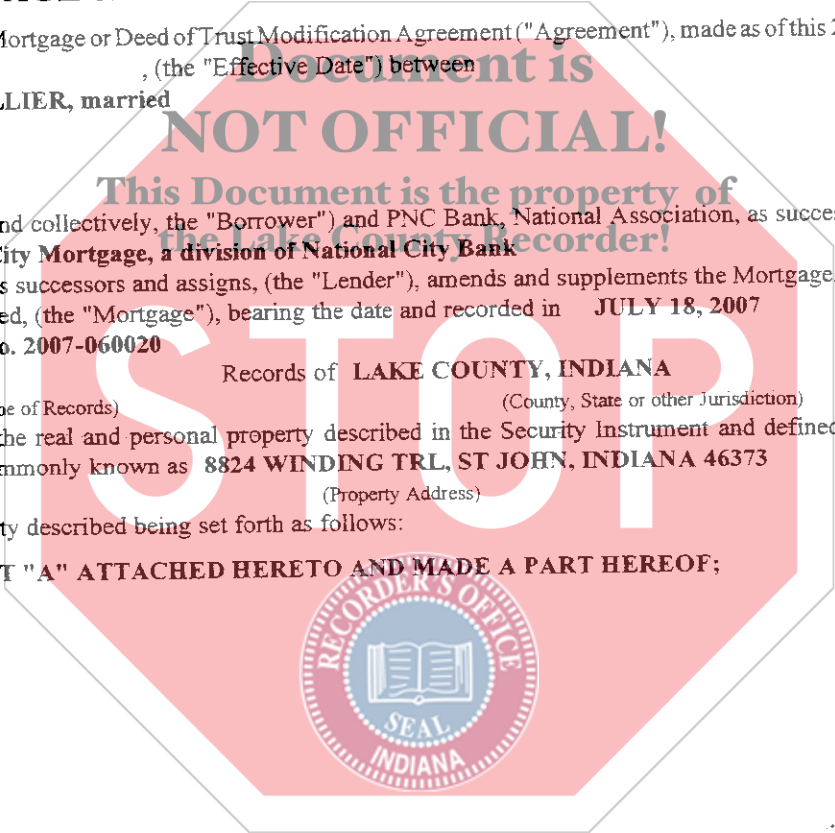
(individually and collectively, the "Borrower") and PNC Bank, National Association, as successor by merger to National City Mortgage, a division of National City Bank, for itself and its successors and assigns, (the "Lender"), amends and supplements the Mortgage, Deed of Trust or Security Deed, (the "Mortgage"), bearing the date and recorded in JULY 18, 2007, Instrument No. 2007-060020, of the

OFFICIAL Records of LAKE COUNTY, INDIANA
(Name of Records) (County, State or other Jurisdiction)

which covers the real and personal property described in the Security Instrument and defined therein as the "Property", commonly known as 8824 WINDING TRL, ST JOHN, INDIANA 46373
(Property Address)

the real property described being set forth as follows:

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



CoreLogic Document Services
CoreLogic, Inc.
CLDS# PNC103 Rev. 05-24-10

AMOUNT \$ 37.00
CASH _____ CHARGE _____
CHECK # 17059390
OVERAGE _____
COPY _____
NON - COM _____
CLERK UR
E

1 Reb

The Mortgage together with any prior amendments is referred to as the "Mortgage." The Borrower and Lender are sometimes collectively referred to together as the "Parties" and each as a "Party." Capitalized terms used in this Agreement and not defined herein have the meaning given to them in the Mortgage.

The Parties expressly recognize that the Borrower herein was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Mortgage. The Borrower, wishing to retain possession of the Property, is voluntarily executing this Agreement to modify the Mortgage. The execution of this Agreement does not make the Borrower personally liable for debts discharged in bankruptcy, including any note that may have originally been secured by the Mortgage.

In consideration of the mutual promises and agreements exchanged, and intending to be legally bound, the Parties hereto agree as follows:

1. The new Maturity Date will be: **JULY 1, 2051**
2. The modified principal balance of the Mortgage will include all amounts and arrearages that will be past due as of the Effective Date, consisting of: (a) the unpaid principal balance of the sums loaned to Borrower by Lender, plus (b) any unpaid and deferred interest, fees, escrow advances and other costs (collectively, the "Unpaid Amounts"), less (c) any amounts paid to Lender but not previously credited to the Borrower. The new principal balance of the Mortgage will be \$ **478,811.53** (the "New Principal Balance"). Borrower understands and agrees that by agreeing to add the Unpaid Amounts to the New Principal Balance, the added Unpaid Amounts, including unpaid interest, accrue interest based on the interest rate(s) in effect under this Agreement. Interest at the rate of **3.000000** % will begin to accrue on the New Principal Balance as of **JULY 1, 2011** and the first new monthly payment on the New Principal Balance will be due on **AUGUST 1, 2011**. The payment schedule for the modified Mortgage, including interest rate and payment changes, is as follows:



Years	Interest Rate Per Annum	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount [If Applicable]*	Total Monthly Payment *	Payment Begins On	Number of Monthly Payments
1-5	3.000 %	07/01/2011	\$ 1,714.07	\$ 792.08 May adjust periodically	\$ 2,506.15 May adjust periodically due to escrow account, if any	08/01/2011	60
6	4.000 %	07/01/2016	\$ 1,972.06	May adjust periodically	May adjust periodically due to escrow account, if any	08/01/2016	12
7	5.000 %	07/01/2017	\$ 2,241.97	May adjust periodically	May adjust periodically due to escrow account, if any	08/01/2017	12
8-40	5.500 %	07/01/2018	\$ 2,380.10 **	May adjust periodically	May adjust periodically due to escrow account, if any	08/01/2018	396

*If the Mortgage has an escrow account, the escrow payments may be adjusted periodically in accordance with applicable law and therefore the Borrower understands that the total monthly payment may change accordingly.

**The final payment shall be an amount equal to: (a) the unpaid balance of the New Principal Balance; plus (b) all accrued and unpaid interest on the New Principal Balance; plus all other amounts owed under this Agreement.

3. The terms in Section 2 shall supersede any provisions to the contrary in the Mortgage, including, but not limited to, provisions for an adjustable or step interest rate or interest only payment period.
4. If the Lender has not received the full amount of any monthly payment owed under Section 2 by the end of 15 calendar days after the date it is due, Borrower will pay a late charge to Lender in the amount of 5.000 % of the overdue payment of principal and interest. Borrower will pay this late charge promptly but only once on each late payment.
5. Borrower will be in default if Borrower does not comply with the terms of the Mortgage as modified by this Agreement. If on the Maturity Date Borrower still owes amounts under the Mortgage, as amended by this Agreement, Borrower will pay these amounts in full. In the event of a default under the Mortgage or this Agreement interest will accrue on the unpaid amount of the New Principal Balance, including after acceleration, at the rate set forth in Section 2.

6. Borrower understands and agrees to the following:
- a. All persons who signed the Mortgage, or their authorized representative(s) have signed this Agreement, unless: (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the Property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the Property need not sign this Agreement; or (iii) the Lender has waived this requirement in writing.
 - b. This Agreement shall supersede the terms of any modification, forbearance, or workout plan that Borrower has previously entered into with Lender.
 - c. To comply, except to the extent that they are modified by this Agreement, and except to the extent that the Borrower was discharged of personal liability as a result of Chapter 7 bankruptcy proceeding, with all covenants, agreements and requirements of the Mortgage, 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 Mortgage to preserve the Property, the amount of which may change periodically over the term of the Mortgage and this Agreement.
 - d. That the Mortgage is composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
 - e. That: (i) all terms and provisions of the Mortgage, except as expressly modified by this Agreement, remain in full force and effect, including, but not limited to, Lender's rights and remedies under the Mortgage; (ii) nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Mortgage; and (iii) that except as otherwise specifically provided in, and as expressly modified by, this Agreement, Borrower will be bound by, and will comply with, all of the terms and conditions of the Mortgage.
 - f. As of the Effective Date, notwithstanding any other provision of the Mortgage, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Lender shall not exercise this option if applicable law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. 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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this Period, Lender may invoke any remedies permitted by the Mortgage, including foreclosure.
 - g. 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 Mortgage, unless stipulated otherwise by Lender in writing.
 - h. Borrower will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required

by the Lender's procedures to ensure that the Mortgage as modified is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and notwithstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Effective Date and this Agreement will be null and void.

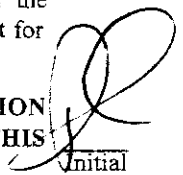
- i. That Borrower will execute and deliver such other documents as may be reasonably necessary to either: (i) consummate the terms and conditions of this Agreement or (ii) correct the terms and conditions of this Agreement if an error is detected after the Effective Date. Borrower understands that a corrected Agreement will be provided to Borrower and, upon execution by Borrower, the corrected Agreement will supersede this Agreement. If Borrower elects not to sign any such corrected Agreement, the terms of the original Mortgage shall continue in full force and effect and such terms will not be modified by this Agreement.
- j. That Lender will collect and record personal information, including, but not limited to, Borrower's name, address, telephone number, social security number, credit score, income, payment history and information about account balances and activity. In addition, Borrower understands and consents to the disclosure of Borrower's personal information to any insurer that insures this Mortgage or any investor, guarantor or servicer that insures or owns, guarantees, insures or services Borrower's subordinate lien (if applicable) mortgage loan.
- k. If Borrower consents to receiving calls as described in this section, please sign below: Borrower consents to receiving calls, including calls using an automatic telephone dialing system or an artificial or prerecorded voice, and text messages from Lender or any of its affiliates, agents or third party representatives at any and all of Borrower's telephone numbers, including, but not limited to, Borrower's wireless (mobile/cellular) number, or any cell phone number Borrower may provide to Lender, for any purpose related to the Borrower's Mortgage account, including servicing purposes, and debt collection purposes with respect to this Agreement and the Mortgage, the Mortgage account related thereto and any other account at Lender or any of its affiliates. These calls and messages may incur access fees from Borrower's cellular provider. Lender may monitor telephone calls with Borrower to assure quality service.

Borrower's Signature

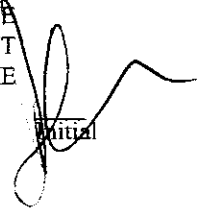
Borrower's Signature

- l. That if any document related to the Mortgage and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true terms and conditions of the Mortgage as modified, or is otherwise missing, Borrower will comply with the Lender's request to acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary (all such documents are the "Documents"). Borrower agrees to deliver the Documents within ten (10) days after Borrower receives the Lender's written request for such replacement.

7. UNDER PENALTY OF PERJURY, ALL DOCUMENTS AND INFORMATION BORROWER HAS PROVIDED TO LENDER IN CONNECTION WITH THIS AGREEMENT ARE TRUE, COMPLETE AND CORRECT.


Initial

SPECIAL BANKRUPTCY NOTICE TO BORROWERS WHO HAVE FILED A PETITION FOR PROTECTION UNDER THE UNITED STATES BANKRUPTCY CODE: UNLESS YOU HAVE SIGNED A REAFFIRMATION AGREEMENT WITH PNC BANK, N.A. AND THAT AGREEMENT HAS BEEN FILED WITH THE BANKRUPTCY COURT (AND NOT SUBSEQUENTLY RESCINDED OR DISALLOWED IN ACCORDANCE WITH THE BANKRUPTCY CODE) YOU SHOULD DISREGARD ANY AND ALL PORTIONS OF THIS AGREEMENT WHICH STATE OR SUGGEST THAT YOU STILL HAVE A PERSONAL LIABILITY TO PAY PNC BANK, N.A. YOU MAY WISH TO CONSULT WITH AN ATTORNEY REGARDING THIS AGREEMENT, YOUR BANKRUPTCY AND THE ABILITY OF PNC BANK, N.A. TO ENFORCE ITS LIEN UPON YOUR PROPERTY. IF YOU HAVE OBTAINED A DISCHARGE UNDER THE BANKRUPTCY CODE, THIS AGREEMENT IS INTENDED BY PNC BANK, N.A. SOLELY TO PROTECT ITS INTEREST IN THE UNDERLYING COLLATERAL.

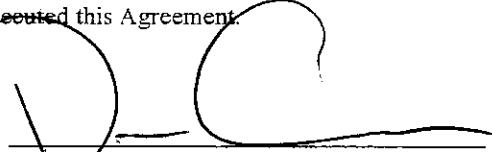
Initial 



In Witness Whereof, the Lender and Borrower have executed this Agreement.

PNC MORTGAGE, A
DIVISION OF PNC BANK, NA

Lender

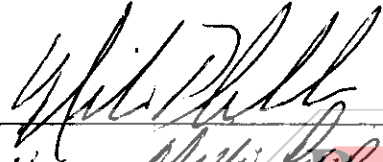

Borrower
DENNIS COLLIER (Seal)

By: 
JEAN SEXTON
AUTHORIZED AGENT

Date

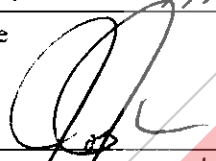
8/19/11

Date
Borrower (Seal)


Witness

8-19-11
Date

Date
Borrower (Seal)


Witness

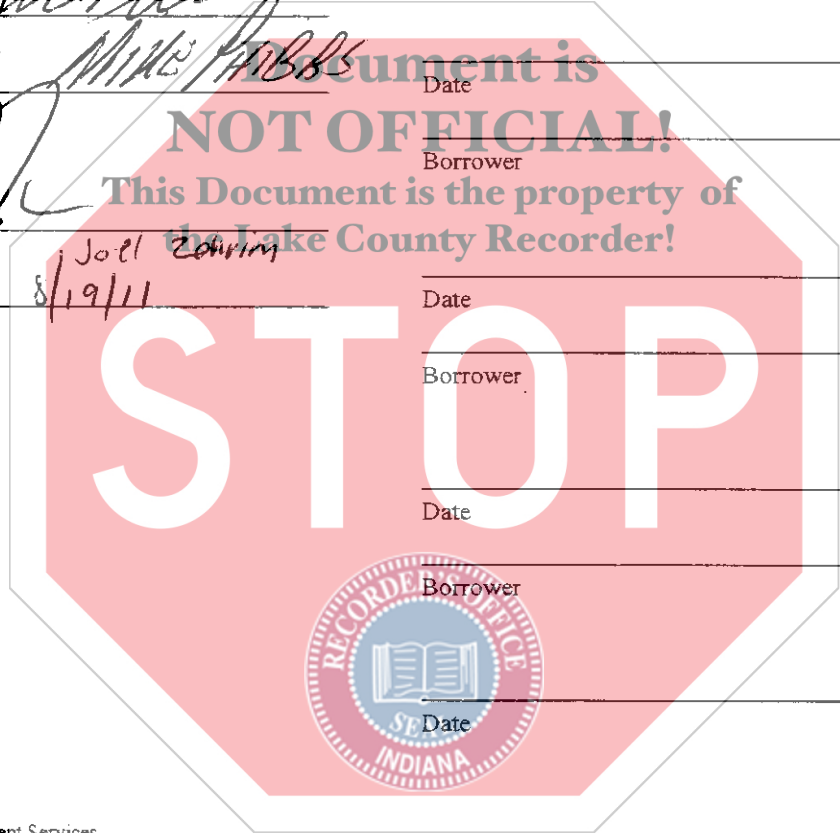
Joel Zovrim
8/19/11
Date

Date
Borrower (Seal)

Date

Date
Borrower (Seal)

Date
Borrower (Seal)



0005678480

[Space Below This Line For Acknowledgment]

BORROWER ACKNOWLEDGMENT

State of INDIANA

County of IN

Before me Terese Maginot, ^{Notary} (Judge or Justice, as the case may be) this 4th day of August 2011

DENNIS COLLIER

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

Name and Title

Terese Maginot ^{Notary} Sept 15, 2013
Lake County

LENDER ACKNOWLEDGMENT

State of OHIO

County of MONTGOMERY

The foregoing instrument was acknowledged before me this 8/19/2011 by

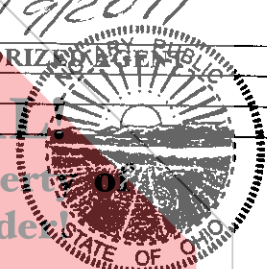
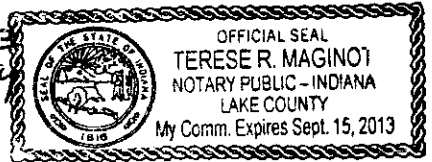
JEAN SEXTON

of PNC Mortgage

on behalf of said entity.

Name and Title

Diana M Sanders



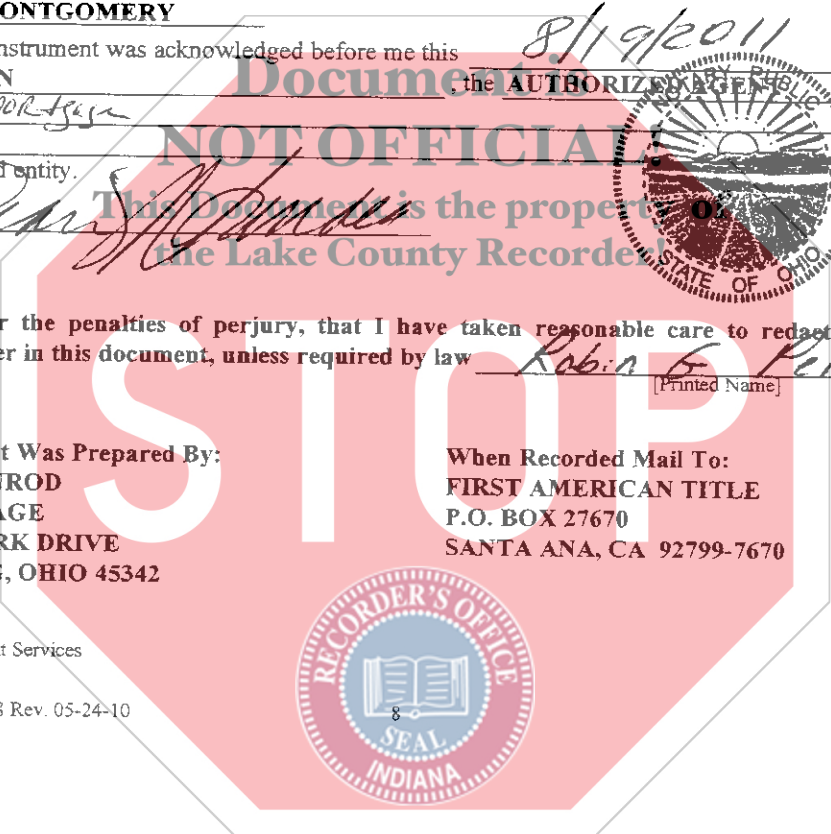
DIANA M SANDERS
Notary Public, State of Ohio
My Commission Expires
June 03, 2012

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 Robin G. Penrod
[Printed Name]

This Instrument Was Prepared By:
ROBIN G. PENROD
PNC MORTGAGE
3232 NEWMARK DRIVE
MIAMISBURG, OHIO 45342

When Recorded Mail To:
FIRST AMERICAN TITLE
P.O. BOX 27670
SANTA ANA, CA 92799-7670

CoreLogic Document Services
CoreLogic, Inc.
CLDS# PNCIN103-8 Rev. 05-24-10



PNC LOAN NUMBER: 0005678480

Borrower(s): DENNIS COLLIER

Borrower Witness

Witness:

Cley Collier
(Signature)

Cley Collier
(Print)

Witness:

Steve Mitchell
(Signature)

Steve Mitchell
(Print)

**Document is
NOT OFFICIAL!**

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

Witness:

Mike Phillips
(Signature)

Mike Phillips
(Print)

Witness:

Joel Zehring
(Signature)

Joel Zehring
(Print)



EXHIBIT A

BORROWER(S): DENNIS COLLIER

LOAN NUMBER: 0005678480

LEGAL DESCRIPTION:

LOT 42 IN LAKE HILLS RESUBDIVISION - UNIT 3, AN ADDITION TO THE TOWN OF ST. JOHN, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 98 PAGE 19, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

ALSO KNOWN AS: 8824 WINDING TRL, ST JOHN, INDIANA 46373



Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between
PNC MORTGAGE, A DIVISION OF PNC BANK, NA

DENNIS COLLIER, married

(the "Lender") and

dated **JULY 28, 2011**

(the "Loan Modification Agreement").

(the "Borrower")

Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Signed this 4 day of Aug, 20 11

Lender

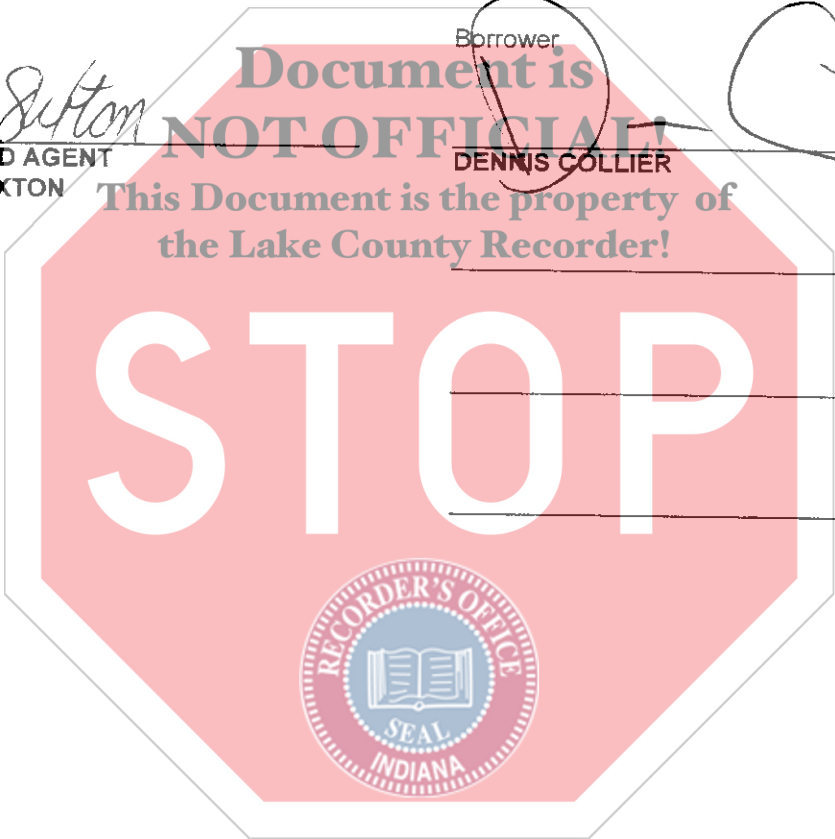
Borrower

Jean Sexton
By: AUTHORIZED AGENT
Name: JEAN SEXTON

Document is NOT OFFICIAL

Dennis Collier
DENNIS COLLIER

This Document is the property of the Lake County Recorder!



State of Indiana Affirmation Statement

PNC Loan Number: 0005678480

Borrowers: DENNIS COLLIER

"I affirm under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law."

This is to certify that this instrument was prepared by "PNC Mortgage, a Division of PNC Bank, NA, a successor in interest to National City Mortgage, a division of National City Bank."

Robin B. Perrier
Signature

Robin B. Perrier
Printed Name

Negotiator
Title

