

This instrument was prepared by:  
PNC Bank, National Association  
Consumer Loan Center  
2730 Liberty Avenue  
Pittsburgh, PA 15222  
P5-PCLC-02-F 54  
800-762-4466  
0561 590110561  
Parcel I.D. Number: 450726376012000-006

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2012 SEP 20 AM 8:43

MICHAEL J. SAUMAN  
RECORDER

After recording, please return to:  
PNC Bank, National Association  
Consumer Loan Center  
2730 Liberty Avenue  
Pittsburgh, PA 15222  
P5-PCLC-01-I  
Loan Folder ID #0426-120604-478

[Space Above This Line For Recording Data]

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

THIS MODIFICATION AGREEMENT (this "Agreement"), dated 08/15/2012, is made between PNC Bank, National Association and DAVID L. HOMOKY, LEANNE K. HOMOKY. In this Agreement, the word "Borrower" means each person, individually and jointly, who entered into the Line of Credit Agreement (as hereinafter defined). The words "you" and "your" mean each person, individually and jointly, who signs this Agreement below. The words "we," "us" and "our" mean PNC Bank, National Association. All capitalized terms not defined in this Agreement shall have the same meaning as given in the Line of Credit Agreement.

A. Borrower has heretofore entered into a Home Equity Line of Credit Agreement (the "Line of Credit Agreement"), dated 09/20/2002 which established a line of credit (the "Credit Line"), and which is secured by a Deed of Trust/Mortgage of the same date recorded as Instrument No. 2002104987 in Book at Page of the Lake County Land Records (the "Security Instrument"), covering real property located at 1050 NORTH LAFAYETTE STREET, GRIFFITH, IN 46319 (the "Property"), (collectively, the "Loan Documents"); and

B. Borrower has requested and we have agreed to modify certain terms of the Line of Credit Agreement as set forth in this Agreement.

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 08/15/2012 (the "Effective Date"), the Line of Credit Agreement shall be modified as follows:

1. EXTENSION OF DRAW PERIOD; REPAYMENT PERIOD. The Draw Period for the Credit Line is hereby extended for ten years, so that the Draw Period will now end on 09/20/2022 (the Draw Period's "Maturity Date"). The Repayment Period will begin on the day after the Draw Period ends and will continue until the Credit Line balance has been paid in full in accordance with the Line of Credit Agreement.

B. MODIFICATION OF SECURITY INSTRUMENT. As of the Effective Date, the Security Instrument is modified as follows:

AMOUNT \$ 21<sup>00</sup>  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # 0001227674  
OVERAGE 2  
COPY \_\_\_\_\_  
NON-COM   
CLERK AM

E

1. **EXTENSION OF MATURITY OF SECURITY INSTRUMENT.** You and we intend that the lien of the Security Instrument shall secure the amounts owing on the Effective Date, obligatory future Advances and amounts evidenced by the Line of Credit Agreement, as extended, and amounts owing under the Security Instrument (collectively, the "Obligations") and that the Security Instrument hereby shall be renewed and extended so long as required to secure the Obligations until paid in full. As provided in the Line of Credit Agreement, (a) any FRP or FRL balances must be repaid in accordance with their terms, and (b) all other amounts outstanding at the end of the Draw Period will be repaid over a Repayment Period of 60 or 120 months, depending on the balance outstanding at the end of the Draw Period. Subject to the Line of Credit Agreement, all Obligations will be due on or before 09/20/2032.



C. OTHER TERMS

1. This Agreement shall not be construed to be a payment, satisfaction, novation or release of the Line of Credit Agreement or the Security Instrument, in whole or in part.

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

3. 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.

4. Each person signing this Agreement who is an owner or part owner of the Property and is not a Borrower (each, an "Owner") does not have the right to obtain loans or Advances under the Line of Credit Agreement and is agreeing only to be legally bound by the terms of this Agreement relating to the modification of the maturity of the Security Instrument and the terms of the Loan Documents relating to the Property. Such Owner's liability is limited to the Owner's interest in the Property.

5. Except as specifically 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 \_\_\_\_\_  
Name: \_\_\_\_\_

X \_\_\_\_\_  
Name: \_\_\_\_\_

X \_\_\_\_\_  
Name: \_\_\_\_\_

X \_\_\_\_\_  
Name: \_\_\_\_\_

BORROWER:  
X David L. Homoky  
Name: DAVID L. HOMOKY  
Alias:  
Date: 9-1-12

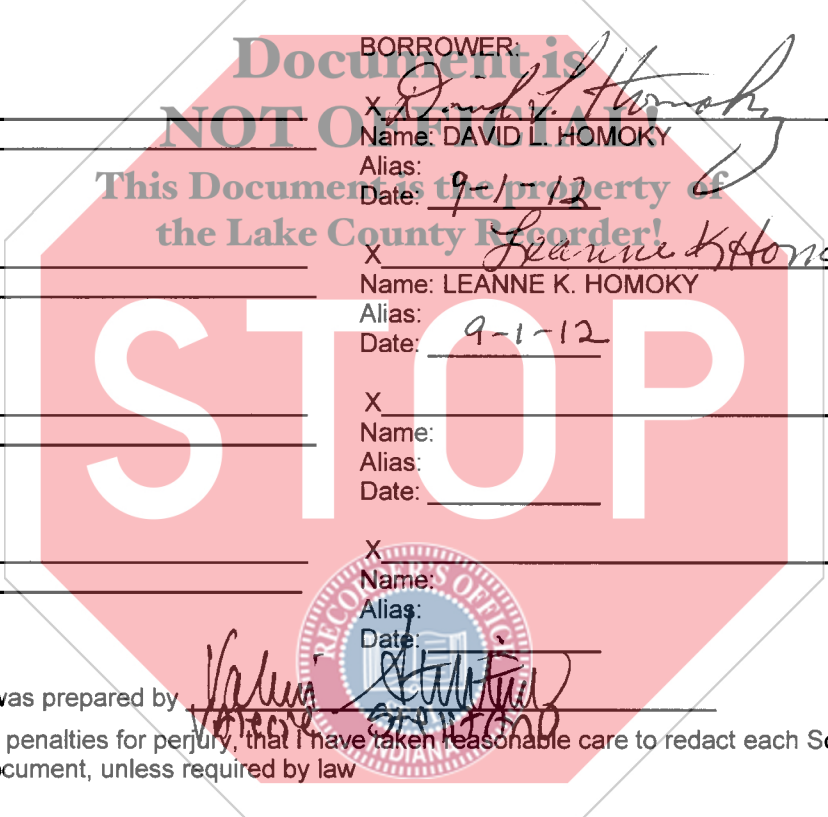
X Leanne K. Homoky  
Name: LEANNE K. HOMOKY  
Alias:  
Date: 9-1-12

X \_\_\_\_\_  
Name: \_\_\_\_\_  
Alias:  
Date: \_\_\_\_\_

X \_\_\_\_\_  
Name: \_\_\_\_\_  
Alias:  
Date: \_\_\_\_\_

This Instrument was prepared by Valerie [Signature]

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

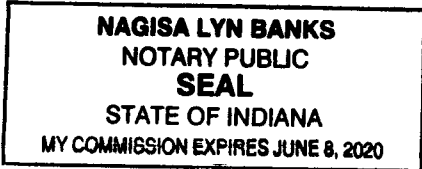


NOTARY ACKNOWLEDGMENT

STATE OF Indiana, COUNTY/CITY OF lake Co, TO WIT:

On this, the 1 day of September, 2012, before me, the undersigned officer, personally appeared DAVID L. HOMOKY, LEANNE K. HOMOKY 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 Nagisa Lyn Banks  
Name: Nagisa Lyn Banks  
Notary Public  
My commission expires: June 8, 2020

LENDER:

PNC Bank, National Association

By: Jennifer Thompson  
Name: JENNIFER THOMPSON  
Title: ASST. VICE PRESIDENT  
Date: 9-11-12

Document is NOT OFFICIAL!

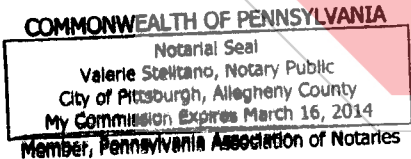
LENDER ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF ALLEGHENY, to wit:

On this, the 11 day of Sept, 2012, before me, the undersigned officer, personally appeared Jennifer Thompson who acknowledged himself/herself to be a AVP of PNC Bank, National Association, a national banking association, and that he/she as such AVP, 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.

X Valerie Stelitano  
Name: Valerie Stelitano  
Notary Public  
My commission expires on 3-16-14  
**VALERIE STELITANO**



**EXHIBIT "A" LEGAL DESCRIPTION**

Page: 1 of 1

Account #: 21171008  
Order Date : 07/25/2012  
Reference : 0426-120604-478  
Name : DAVID HOMOKY  
Deed Ref : 917726

Index #:  
Registered Land:  
Parcel #: 450726376012000-006

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**LOT 4 KALLOK ADDITION TO THE TOWN OF GRIFFITH, AS SHOWN IN PLAT BOOK 40, PAGE 15, SITUATED IN LAKE COUNTY, IN THE STATE OF INDIANA.**

**SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.**

**BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 917726, OF THE LAKE COUNTY, INDIANA RECORDS.**

