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RECORDING REQUESTED BY PNC Bank NA as successor by merger to National City Bank

WHEN RECORDED MAIL TO

PNC Consumer Lending  
2730 Liberty Avenue, M.S. P5-PCLC-01-E  
Pittsburgh, PA 15222

Customer Name: STEPHEN C TOMEI and CYNTHIA M TOMEI

**MODIFICATION OF AGREEMENT**

(INDEX AS A MODIFICATION OF DEED OF TRUST/MORTGAGE)

THIS AGREEMENT made this 02/13/2013 by PNC Bank NA as successor by merger to National City Bank ("Lender") and STEPHEN C TOMEI and CYNTHIA M TOMEI ("Borrower") previously executed a revolving Credit Agreement ("Credit Agreement") dated 09/13/2007 with a credit limit in the amount of \$51,200.00. To secure the Borrower's obligations under the Credit Agreement, Borrower also executed a Deed of Trust of Mortgage ("Security Agreement") dated \_\_\_\_\_, for the use and benefit of Lender, which was recorded on 09/19/2007 in Book \_\_\_\_\_ on Page \_\_\_\_\_, as Instrument no. 2007075176 of the Office of Recorders of LAKE county, state of Indiana.

For Good and valuable consideration, Lender and Borrower agree to modify and/or supplement the terms of the Credit Agreement and Security Agreement, including any subsequent amendments, modifications and/or extensions, as follows:

To change the Borrower's credit limit under the above reference Credit Agreement from \$51,200.00 to \$46,675.00.

Lender and Borrower acknowledge and agree that the Security Agreement secures the payment of any and all amounts due or to become due under the Credit Agreement, as hereby modified.

By executing this Revision Agreement ("Agreement"), Lender in no way obligated to grant subsequent extensions of the maturity date or to renew, refinance, modify, amend, alter or change in any way the terms of the Credit Agreement or Security Agreement.

This Agreement shall not be construed as a waiver of any present or past due default or rights under the Credit Agreement, Security Agreement, or any other Documents, and Lender reserves all of its rights to pursue any and all available remedies under the Credit Agreement, Security Agreement or other Documents at law or in equity.

This Agreement is a revision of the Credit Agreement and Security Agreement only and not a notation. Except as specifically amended, modified and/or extended by this Agreement, all terms, conditions, and provisions of the Credit Agreement, and Security Agreement or any other documents executed in connection with them (collectively, the "Documents") shall remain in full force and effect and shall remain unaffected and unchanged except as amended hereby. All references to the Credit Agree or Security Agreement in any of the Documents refer to Credit Agreement or Security Agreement as amended, modified and/or extended by this Agreement.

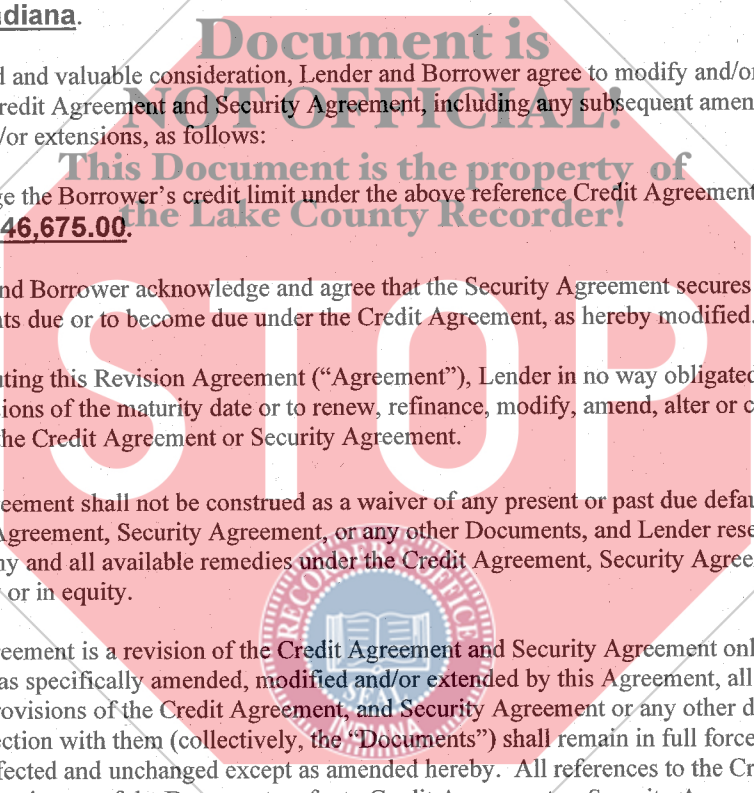
Borrower agrees to pay cost and expenses, including, but not limited to, recording fees and title insurance premiums incurred by Lender in connection herewith.

Agreement is effective as of the date first written above.

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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD



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1 Ref

**Commonwealth of Pennsylvania**  
**County of Allegheny**

) SS

On Feb, 13, 2013, before me, Karla Lokar, the undersigned, a Notary Public in and for said state personally appeared, **Michele M Hall, Consumer Loan Officer** of PNC BANK, Authorized Signer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instruments.”

Witness my hand and official seal

NOTARY STAMP OR SEAL

Karla Lokar  
Notary Public in and for said County and State

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Karla Lokar, Notary Public  
Monroeville Boro, Allegheny County  
My Commission Expires March 18, 2018  
Member, Pennsylvania Association of Notaries



**PNC Bank NA as successor by merger to National City Bank**

BY: *Michele M Hall*  
Name: **Michele M Hall**  
Title: **Consumer Loan Officer**

**STEPHEN C TOMEI**

**CYNTHIA M TOMEI**

WITNESS: *Carrie Lane*  
Print Name: **Carrie Lane**

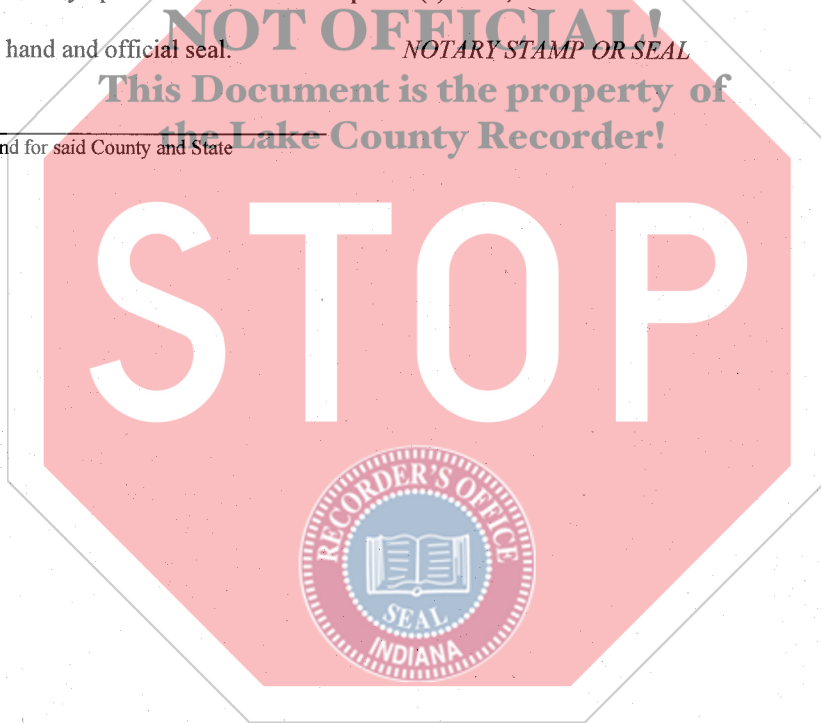
WITNESS: *Theresa Cecil*  
Print Name: **Theresa Cecil**

STATE OF \_\_\_\_\_ ) SS  
COUNTY OF: \_\_\_\_\_ )

On \_\_\_\_\_ before me \_\_\_\_\_ the undersigned, a Notary Public in and for said state personally appeared, **STEPHEN C TOMEI and CYNTHIA M TOMEI**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instruments and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal. *NOTARY STAMP OR SEAL*

\_\_\_\_\_  
Notary Public in and for said County and State



**PNC Bank NA as successor by merger to National City Bank**

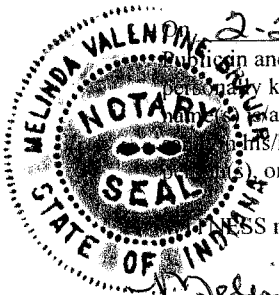
BY: Michele M Hall  
Name: **Michele M Hall**  
Title: **Consumer Loan Officer**

Stephen C Tomei  
**STEPHEN C TOMEI**  
Cynthia M Tomei  
**CYNTHIA M TOMEI**

WITNESS: Carrie Lane  
Print Name: **Carrie Lane**

WITNESS: Theresa Cecil  
Print Name: **Theresa Cecil**

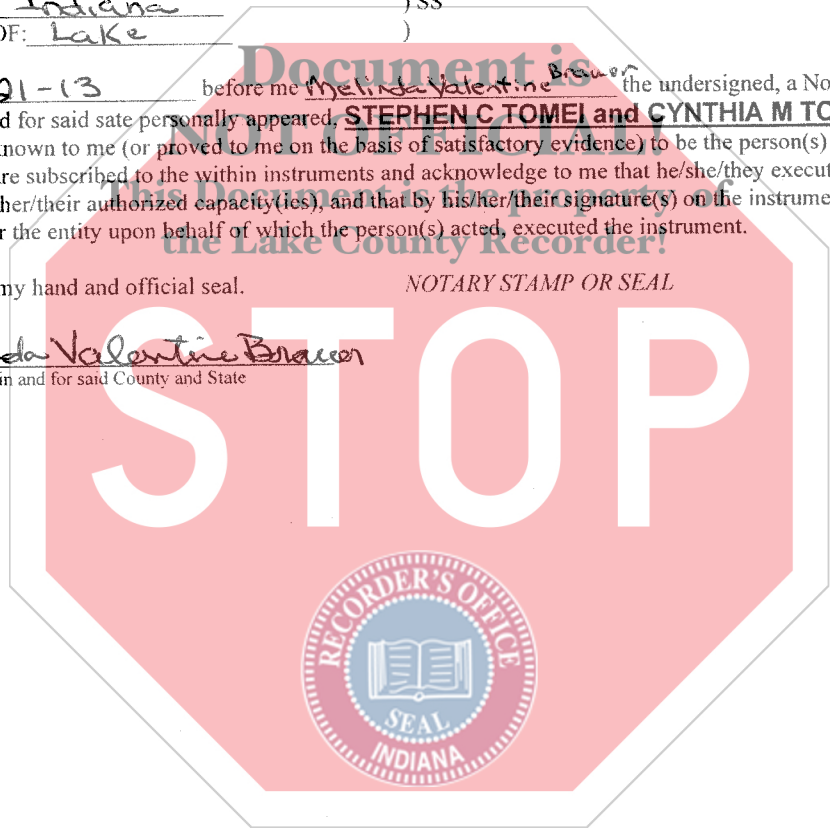
STATE OF Indiana ) SS  
COUNTY OF: Lake )



2-21-13 before me Melinda Valentine Brauer the undersigned, a Notary Public in and for said state personally appeared, **STEPHEN C TOMEI and CYNTHIA M TOMEI**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names are subscribed to the within instruments and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal. Melinda Valentine Brauer  
Notary Public in and for said County and State

NOTARY STAMP OR SEAL



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



Printed Name of Agent: Edward R Sanders

**\*\* Remember that this statement has to be placed at the end of every document. \*\***



## **Exhibit "A"**

### **Legal Description**

All that certain parcel of land situate in the Borough of Dyer, County of Lake, State of Indiana, being known and designated as follows:

LOT 90 IN HEARTHSTONE SUBDIVISION- PHASE 3, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 100, PAGE 60, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Tax ID: 45-11-07-426-008.000-034

