

2013 022966

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2013 MAR 28 AM 10:27

MICHAEL B. BROWN  
RECORDER

This Document Prepared By:  
**VALERIE HAYES**  
**PNC MORTGAGE, A DIVISION OF**  
**PNC BANK, NATIONAL**  
**ASSOCIATION**  
**3232 NEWMARK DR**  
**MIAMISBURG, OH 45342**

~~When recorded mail to: #7585307~~  
First American Title  
Loss Mitigation Title Services 1454.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: LEVY - PROPERTY REPORT

Tax/Parcel No. 450834404019000004

Original Principal Amount: \$54,512.00

Unpaid Principal Amount: \$55,382.40

New Principal Amount \$68,109.59

New Money (Cap): \$12,727.19

Document is  
**NOT OFFICIAL!**

This Space Above This Line for Recording Data of  
the Lake County Recorder

FHA/VA Case No.: 151-6701970-703

Loan No: 0001075518

### LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 29TH day of JANUARY, 2013, between **ARLISA S LEVY** ("Borrower"), whose address is **5055 VERMONT STREET, GARY, INDIANA 46409** and **PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION** ("Lender"), whose address is **3232 NEWMARK DR, MIAMISBURG, OH 45342** amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **APRIL 11, 2002** and recorded on **APRIL 12, 2002** in **INSTRUMENT NO. 2002 035176, LAKE COUNTY, INDIANA**, and (2) the Note, in the original principal amount of U.S. **\$54,512.00**, 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 **5055 VERMONT STREET, GARY, INDIANA 46409**

\$24  
CHK# 1155135  
C/E  
E  
1 Ref

the real property described is located in LAKE COUNTY, INDIANA and being set forth as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

**SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE**

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, **FEBRUARY 1, 2013** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$68,109.59**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$12,727.19** 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 **3.2500%**, from **FEBRUARY 1, 2013**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$296.42**, beginning on the **1ST** day of **MARCH, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **FEBRUARY 1, 2043** (the "Maturity Date"), the 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 a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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.

**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** \_\_\_\_\_

[Printed Name]



In Witness Whereof, the Lender have executed this Agreement.

**PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION**

Eileen Burrall  
By **EILEEN BURRALL** (print name)  
**Mortgage Officer** (title)

2-20-13  
Date

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

State of Ohio

County of Montgomery

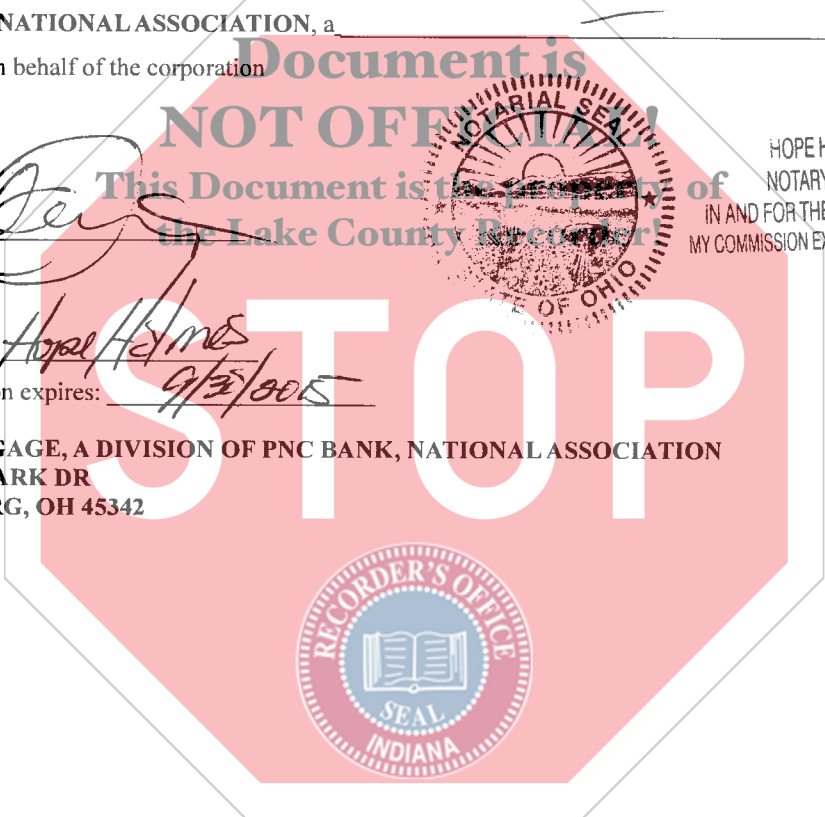
The foregoing instrument was acknowledged before me this 2-20-13

(date) by **EILEEN BURRALL**, the **MORTGAGE OFFICER** of **PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION**, a \_\_\_\_\_, corporation, on behalf of the corporation

Hope Holmes  
Notary Public

Printed Name: Hope Holmes  
My commission expires: 9/30/2015

**PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION**  
**3232 NEWMARK DR**  
**MIAMISBURG, OH 45342**



In Witness Whereof, I have executed this Agreement.

\_\_\_\_\_  
(Seal)

Borrower

ARLISA S LEVY

2-12-13

Date

\_\_\_\_\_  
(Seal)

Borrower

Date

\_\_\_\_\_  
(Seal)

Borrower

Date

\_\_\_\_\_  
(Seal)

Borrower

Date

\_\_\_\_\_  
(Seal)

Borrower

Date

\_\_\_\_\_  
(Seal)

Borrower

Date

[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**

STATE OF INDIANA,

COUNTY SS: Lake

On this 12th day of February, before me, the undersigned, a Notary Public in and for said County, personally appeared ARLISA S LEVY, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

Michelle Renee Amacker  
Notary Public

Print Name: Michelle Renee Amacker

My commission expires on: Jan. 16, 2021

Residing in Lake County

My commission expires



EXHIBIT A

**BORROWER(S): ARLISA S LEVY**

**LOAN NUMBER: 0001075518**

**LEGAL DESCRIPTION:**

**THE SOUTH 50 FEET OF THE WEST 125.9 FEET OF LOT 14, IN FIRST REALTY'S CORPORATION'S SUNNYSIDE ACRES ADDITION TO THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 25, PAGE 21, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. COMMONLY KNOWN AS: 5055 VERMONT STREET, GARY, INDIANA 46409 TAX UNIT 25 KEY NUMBER 43-412-78**

**ALSO KNOWN AS: 5055 VERMONT STREET, GARY, INDIANA 46409**

**Document is NOT OFFICIAL!**

**LEVY 46678741**

**FIRST AMERICAN ELS MODIFICATION AGREEMENT**

**STOP**

**RECORDER'S OFFICE SEAL INDIANA**

**WHEN RECORDED, RETURN TO:  
FIRST AMERICAN MORTGAGE SERVICES  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING**

**EXHIBIT B  
MORTGAGE SCHEDULE**

Mortgage made by **ARLISA S LEVY** to for **\$54,512.00** and interest, dated **APRIL 11, 2002** and recorded on **APRIL 12, 2002** in **INSTRUMENT NO. 2002 035176**. Mortgage tax paid:

This mortgage was assigned from **NATIONAL CITY BANK OF INDIANA** (assignor), to **NATIONAL CITY MORTGAGE CO** (assignee), by assignment of mortgage dated and recorded on **APRIL 12, 2002** in **INSTRUMENT NO. 2002 035177**.

This mortgage was assigned from **NATIONAL CITY BANK OF INDIANA** (assignor), to **NATIONAL CITY MORTGAGE CO** (assignee), by assignment of mortgage dated and recorded on **MAY 25, 2005** in **INSTRUMENT NO. 2005 042704**.

