

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2013 APR 22 AM 9:54

MICHAEL D. BROWN  
RECORDER

2013 028419

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

When recorded mail to: #:7690663

First American Title  
Loss Mitigation Title Services 1454.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: OSORIO - PROPERTY REPORT

Tax/Parcel No. 451218378016000030

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Original Principal Amount: \$131,000.00

Unpaid Principal Amount: \$125,920.45

New Principal Amount \$134,035.71

New Money (Cap): \$8,115.26

FHA/VA Case No.: 151-7635283 729  
Loan No: 0003413047

46793406

### LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 7TH day of FEBRUARY, 2013, between **JOSE J OSORIO, SONIA OSORIO HUSBAND AND WIFE** ("Borrower"), whose address is **7586 WRIGHT STREET, MERRILLVILLE, INDIANA 46410** 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 **JUNE 24, 2004** and recorded on **JULY 15, 2004** in **INSTRUMENT NO. 2004 059315, LAKE COUNTY, INDIANA**, and (2) the Note, in the original principal amount of **U.S. \$131,000.00**, 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 **7586 WRIGHT STREET, MERRILLVILLE, INDIANA 46410**

HUD Modification Agreement 12272012\_45  
First American Mortgage Services

Page 1

AMOUNT \$ 22 Ref 1  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK# 1168455 0003413047  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-CONF \_\_\_\_\_  
DEPUTY AD E

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:**

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, **MARCH 1, 2013** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$134,035.71**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$8,115.26** 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 **3.5000%**, from **MARCH 1, 2013**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$601.88**, beginning on the **1ST** day of **APRIL, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MARCH 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 Rebecca Pieper.  
[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)  
**Authorized Representative** (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 **AUTHORIZED REPRESENTATIVE** of **PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION**, a

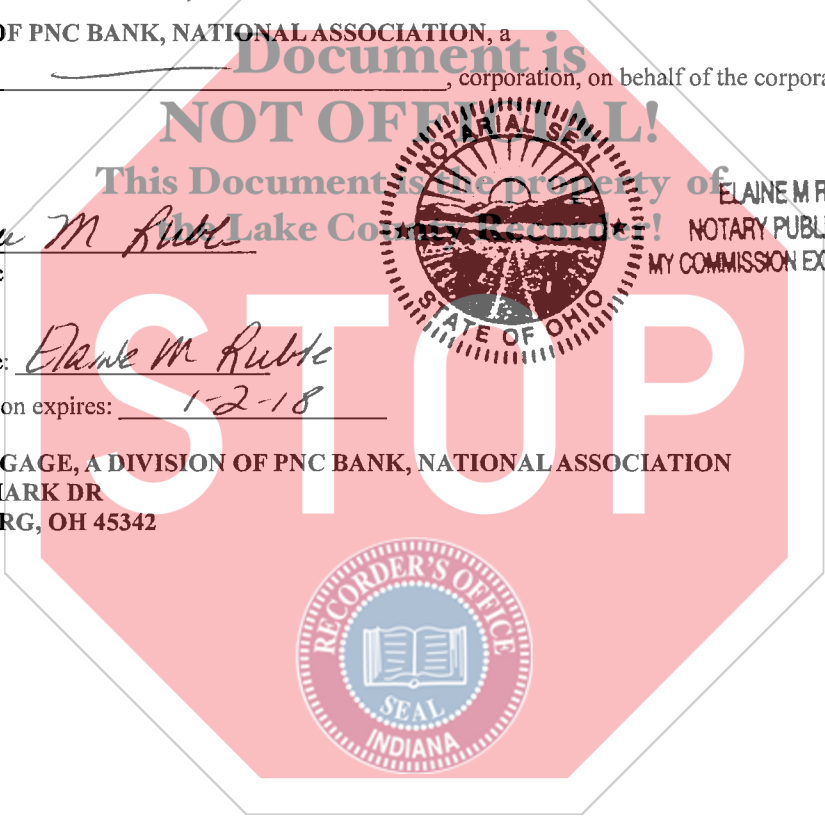
\_\_\_\_\_, corporation, on behalf of the corporation

Elaine M Ruble  
Notary Public

Printed Name: Elaine M Ruble

My commission expires: 1-2-18

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



In Witness Whereof, I have executed this Agreement.

Jose J Osorio (Seal)  
Borrower  
JOSE J OSORIO  
2-12-2013  
Date

Sonia Osorio (Seal)  
Borrower  
SONIA OSORIO  
Feb 12, 2013  
Date

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**BORROWER ACKNOWLEDGMENT**

STATE OF INDIANA

COUNTY SS: LAKE

Document is 3 pages - 2-12-13

On this 12th day of February 2013, before me, the undersigned, a Notary Public in and for said County, personally appeared JOSE J OSORIO, SONIA OSORIO, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

Sumal  
Notary Public

Print Name: Elizabeth Ward

My commission expires on: 5-7-2016

Residing in LAKE County

My commission expires 5-7-2016

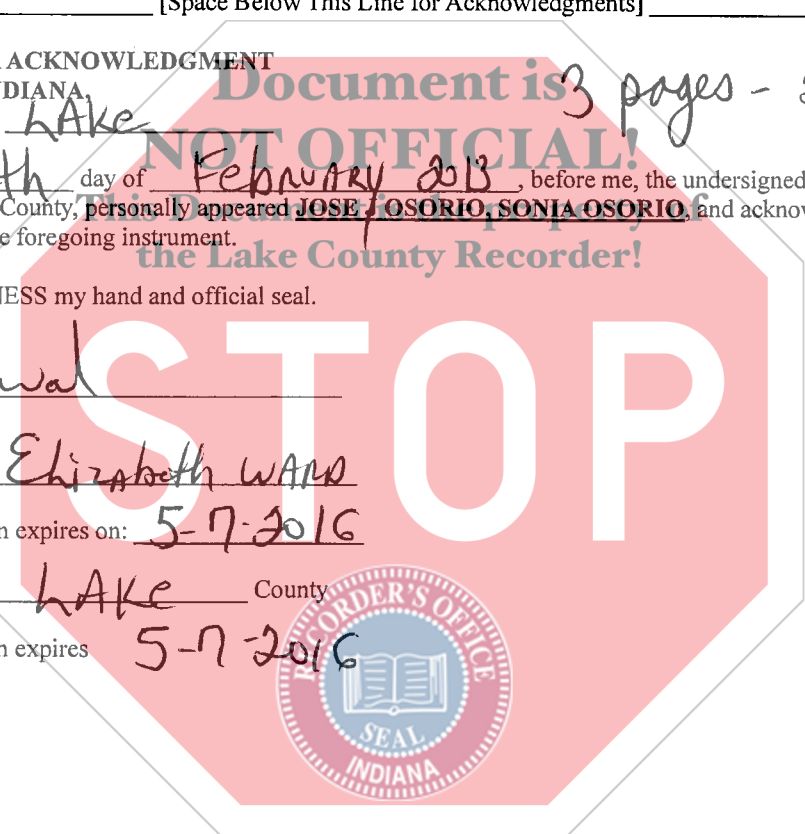


EXHIBIT A

BORROWER(S): JOSE J OSORIO, SONIA OSORIO HUSBAND AND WIFE

LOAN NUMBER: 0003413047

LEGAL DESCRIPTION:

THE LAND REFERRED TO IN THIS POLICY IS SITUATED IN THE STATE OF INDIANA, COUNTY OF LAKE, TOWN OF MERRILLVILLE, AND DESCRIBED AS FOLLOWS: LOT 90 IN CRESCENT LAKE UNIT #1, AN ADDITION TO THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED FEBRUARY 10, 1978 IN PLAT BOOK 48, PAGE 62, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

ALSO KNOWN AS: 7586 WRIGHT STREET, MERRILLVILLE, INDIANA 46410

