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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 008391

2014 FEB 13 AM 8:45

MICHAEL B. BROWN  
RECORDER

This Document Prepared By:  
**DENISE K STEWART**  
**PNC MORTGAGE, A DIVISION OF PNC BANK,**  
**NATIONAL ASSOCIATION**  
**3232 NEWMARK DR**  
**MIAMISBURG, OH 45342**  
**(888) 224-4702**

~~When recorded mail to: #8364892~~

First American Title  
Loss Mitigation Title Services 1454 1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: BEAUPAIN - PROPERTY REPORT

WHEN RECORDED, RETURN TO:  
FIRST AMERICAN TITLE INSURANCE CO.  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING

Tax/Parcel No. 450734105007000006

[Space Above This Line for Recording Data]

Original Principal Amount: \$183,106.00

FHA/VA Case No.: 151-9368614 703

Unpaid Principal Amount: \$192,364.78

Loan No: 0006185858

New Principal Amount \$185,199.80

New Money (Cap): \$0.00

### LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 31ST day of OCTOBER, 2013, between JOHN A BEAUPAIN AND LISA BEAUPAIN ("Borrower") whose address is 737 NORTH FOREST AVENUE, GRIFFITH, INDIANA 46319 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"), and Timely Payment Rewards Rider, if any, dated JUNE 12, 2009 and recorded on JULY 10, 2009 in INSTRUMENT NO. 2009 046925, of the OFFICIAL Records of LAKE COUNTY, INDIANA, and (2) the Note 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

737 NORTH FOREST AVENUE, GRIFFITH, INDIANA 46319  
(Property Address)

the real property described being set forth as follows:

FHA/VA HUD-HAMP Loan Modification Agreement 10142013\_111  
First American Mortgage Services

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0006185858

1 REF

20.00  
1307406

PP

**LOT 27, IN BLOCK 3, IN WOODLAND ESTATES 5TH ADDITION, TO THE TOWN OF GRIFFITH, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 64, PAGE 57, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.**

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, **DECEMBER 1, 2013**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$185,199.80**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 **4.5000%**, from **DECEMBER 1, 2013**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **938.38**, beginning on the **1ST** day of **JANUARY, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.5000%** will remain in effect until principal and interest are paid in full. If on **DECEMBER 1, 2043** (the "Maturity Date"), 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 the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

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

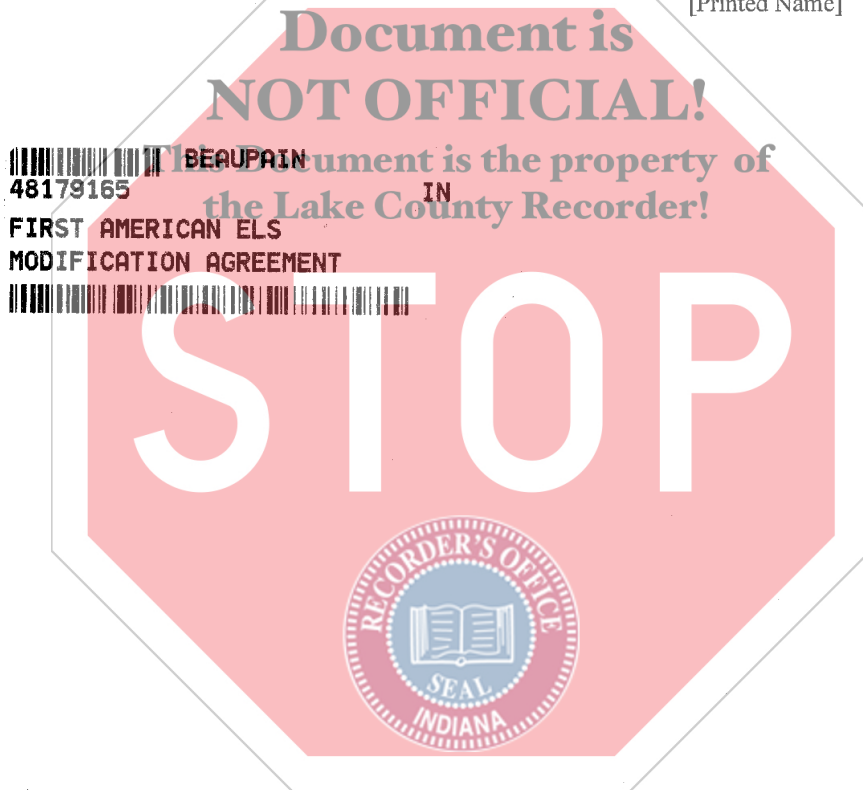
4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
  - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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 \_\_\_\_\_ Denise K Stewart \_\_\_\_\_

[Printed Name]



In Witness Whereof, the Lender has executed this Agreement.

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

By Eileen Burrall (print name) 11-19-2013 Date  
Authorized Representative (title)  
[Space Below This Line for Acknowledgments]

**LENDER ACKNOWLEDGMENT**

State of OH

County of Montgomery

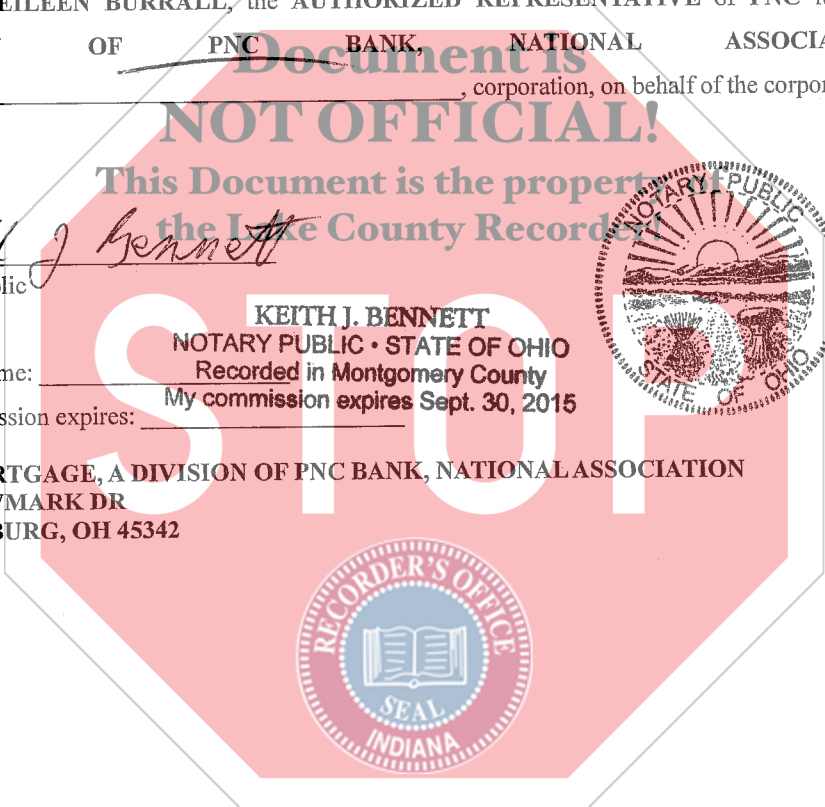
The foregoing instrument was acknowledged before me this 11-19-2013

(date) by EILEEN BURRALL, the AUTHORIZED REPRESENTATIVE of PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION, a corporation, on behalf of the corporation

Keith J. Bennett  
Notary Public

Printed Name: KEITH J. BENNETT  
My commission expires: NOTARY PUBLIC - STATE OF OHIO  
Recorded in Montgomery County  
My commission expires Sept. 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.

[Signature] (Seal)  
Borrower  
**JOHN A BEAUPAIN**  
11-12-13

[Signature] (Seal)  
Borrower  
**LISA BEAUPAIN**  
11-12-13

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

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Date  
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Borrower (Seal)

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[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**  
**STATE OF INDIANA,**  
**COUNTY SS:** Lake

Before me, the undersigned, a Notary Public, in and for said County and State, this 10<sup>th</sup> day of November, 2013, personally appeared **JOHN A BEAUPAIN, LISA BEAUPAIN**, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

[Signature]  
Notary Public

Print Name: Susan E. Stammis

My commission expires on: July 24, 2018

Residing in Lake County



SUSAN E. STAMMIS  
Notary Public State of Indiana  
Lake County  
My Commission Expires 7-24-2018

