

8

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 050611

2014 AUG 22 AM 9:25

MICHAEL B. BROWN  
RECORDER

When Recorded Return To:  
Indecomm Global Services  
2925 Country Drive  
St. Paul, MN 55117

79585723

This Document Prepared By:  
PHH Mortgage Corporation  
PO Box 5449  
Mount Laurel, NJ 08054  
Keith Goldin, Specialist  
1-877-766-8244

[Space Above This Line For Recording Data]

Original Recording Date: April 19, 2004

Loan No: 7077263478

Original Loan Amount: \$881,250.00

Investor Loan No: 7077263478

Original Lender Name: Merrill Lynch Credit Corporation\*

\*Mortgage Electronic Registration Systems, Inc., as Nominee for the Lender

Prepared Date: April 15, 2014

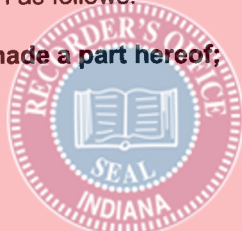
**LOAN MODIFICATION AGREEMENT**  
(Providing for Step Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 15th day of April, 2014, between **RANDALL K MINAS, AND NANCY M MINAS, HUSBAND AND WIFE** ("Borrower") and **PNC Bank, National Association**, whose address is **9062 Old Annapolis RD, Columbia, MD 21045** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **April 09, 2004** and recorded in **Instrument No: 2004 031637**, of the **Official Records (Name of Records) of Lake County, IN (County and State, or other Jurisdiction)** 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

**4913 East 97TH AVENUE, CROWN POINT, IN 46307,**  
(Property Address)

the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof;



LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument  
Loan No: 7077263478  
8303 01/14

Form 3162 06/06 (rev. 06/12)  
(page 1 of 7)

Handwritten notes: CK# 0021621744, #1CS, 3Ref, CK# 0021621710, #28, E, CA

**Assignment from Mortgage Electronic Registration Systems, INC. as Nominee for Bank of America, N.A. Successor by Merger to Merrill Lynch Credit Corporation to PHH Mortgage Corporation recorded 4/11/2012 instrument 2012 024361; Assignment from PHH Mortgage Corporation to PNC Bank, National Association recorded 11/7/2012 instrument 2012 078805**

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 **May 1, 2014**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$1,054,009.18**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$172,067.09** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance and this amount is **\$881,942.09**. Interest will be charged on the Interest Bearing Principal Balance for the first three years at the yearly rate of **2.000%** from **May 01, 2014**, and Borrower promises to pay to the order of Lender monthly payments of principal and interest of U.S. **\$3,259.83** beginning on the **1st** day of **June, 2014**. During the fourth year, interest will be charged on the Interest Bearing Principal Balance at the yearly rate of **3.000%** from **May 01, 2017**, and Borrower will pay monthly payments of principal and interest of U.S. **\$3,675.87** beginning on the **1st** day of **June, 2017**. During the fifth year, interest will be charged on the Interest Bearing Principal Balance at the yearly rate of **4.000%** from **May 01, 2018**, and Borrower will pay monthly payments of principal and interest of U.S. **\$4,106.07** beginning on the **1st** day of **June, 2018**. During the sixth year and continuing thereafter until the Maturity Date (as hereinafter defined), interest will be charged on the Interest Bearing Principal Balance at the yearly rate of **5.000%** from **May 01, 2019**, and Borrower will pay monthly payments of principal and interest of U.S. **\$4,547.56** beginning on the **1st** day of **June, 2019** and will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full. The new Maturity Date will be **May 1, 2044**.
3. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
4. 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.

5. 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.
6. Borrower understands and agrees that:
  - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
  - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

- (c) 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.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required 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.



In Witness Whereof, the Lender and I have executed this Agreement.

[Signature] (Seal)  
RANDALL K MINAS -Borrower

[Signature] (Seal)  
NANCY M MINAS -Borrower

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

State of Indiana

County of Lake

Before me, Elisha Porterfield Notary Public,  
(please print name)

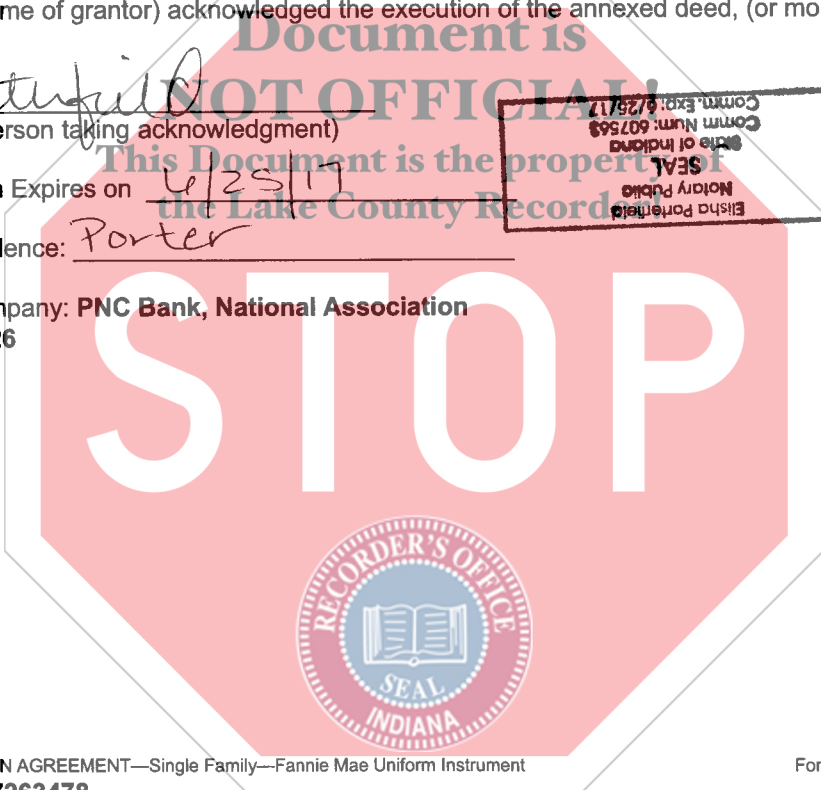
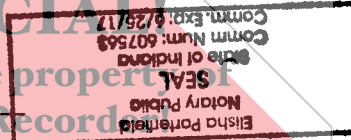
this 15 day of May, 2014 RANDALL K MINAS, AND NANCY M MINAS, HUSBAND AND WIFE, (name of grantor) acknowledged the execution of the annexed deed, (or mortgage as the case may be.)

[Signature]  
(Signature of person taking acknowledgment)

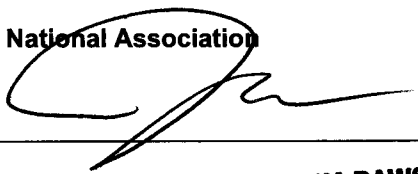
My Commission Expires on 6/25/17

County of Residence: Porter

Origination Company: **PNC Bank, National Association**  
NMLSR ID: **2726**



PNC Bank, National Association



By: \_\_\_\_\_ (Seal) - Lender

Name: **JOSHUA DAWSON, ASST. V.P.**

Title:

6/19/2014  
Date of Lender's Signature

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

State of New Jersey, County of Burlington

On 6/19/, 2014, before me, **DONNA M. WALKER**,  
(please print name)

a Notary Public in and for said State, personally appeared

**JOSHUA DAWSON, ASST. V.P.**

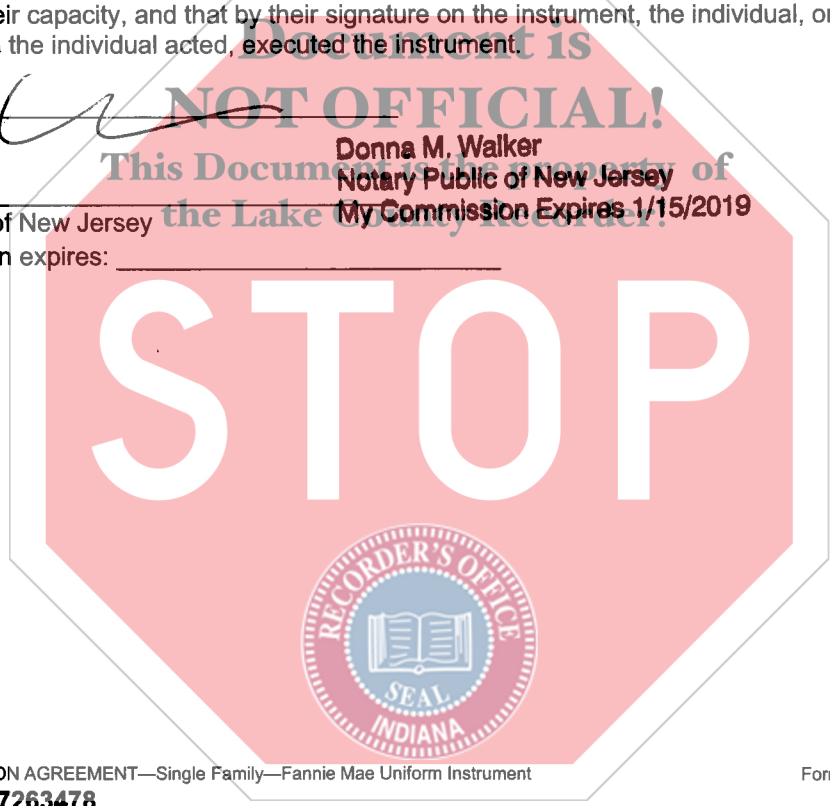
\_\_\_\_\_ of the  
Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the  
individual whose name is subscribed to the within instrument and acknowledged to me that they executed  
the same in their capacity, and that by their signature on the instrument, the individual, or the person upon  
behalf of which the individual acted, executed the instrument.

DM Walker  
Notary Public

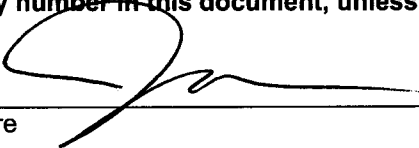
**Donna M. Walker**  
Notary Public of New Jersey  
My Commission Expires 1/15/2019

Notary Public of New Jersey

My Commission expires: \_\_\_\_\_



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.

  
\_\_\_\_\_  
Signature

**JOSHUA DAWSON**

\_\_\_\_\_  
Printed Name

**This Document Prepared By:  
PHH Mortgage Corporation  
PO Box 5449  
Mount Laurel, NJ 08054  
Keith Goldin, Specialist**



LOAN MODIFICATION AGREEMENT—Single Family—Fannie Mae Uniform Instrument  
**Loan No: 7077263478**  
8303 01/14

Form 3162 06/06 (rev. 06/12)  
(page 7 of 7)

# EXHIBIT A

Loan: 7077263478

The East 500 feet of the North 871.2 feet of the West half of the Southwest quarter of Section 31, Township 35 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana.

