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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2016 034444

2016 JUN -6 AM 8:57

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

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When recorded mail to: #: 10241253  
First American Title  
Loss Mitigation Title Services 1454.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: SAVICZ - MOD REC SVC

Tax/Parcel #: 45-07-28-429-008.000-026

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Original Principal Amount: \$166,822.00  
Unpaid Principal Amount: \$150,463.40  
New Principal Amount: \$157,819.56  
Capitalization Amount: \$7,356.16

FHA/VA/RHS Case No.: 151-9546417 703  
Loan No: 0006226189



**LOAN MODIFICATION AGREEMENT (MORTGAGE)**

This Loan Modification Agreement ("Agreement"), made this 28TH day of APRIL, 2016, between TANYA R SAVICZ AND CHRISTOPHER J SAVICZ ("Borrower"), whose address is 9443 ANTHONY PLACE, HIGHLAND, INDIANA 46322 and PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK

("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 JULY 14, 2009 and recorded on JULY 29, 2009 in INSTRUMENT NO. 2009 052450, LAKE COUNTY, INDIANA, and (2) the Note, in the original principal amount of U.S. \$166,822.00, bearing the same date as, and secured

\$ 22  
CK#  
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1 Ref

by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at  
**9443 ANTHONY PLACE, HIGHLAND, INDIANA 46322**

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, **JUNE 1, 2016** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$157,819.56**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$7,356.16** 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 **4.2500%**, from **JUNE 1, 2016**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$776.38**, beginning on the **1ST** day of **JULY, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JUNE 1, 2046** (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 Denise K Stewart.  
[Printed Name]



In Witness Whereof, I have executed this Agreement.

Borrower: Tanya R Savicz  
TANYA R SAVICZ

5/3/16  
Date

Borrower: Christopher J Savicz  
CHRISTOPHER J SAVICZ

5-3-16  
Date

Borrower: \_\_\_\_\_

\_\_\_\_\_ Date

Borrower: \_\_\_\_\_

\_\_\_\_\_ Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT  
STATE OF INDIANA,  
COUNTY OF LAKE

**Document is NOT OFFICIAL!**

Before me, the undersigned, a Notary Public, in and for said County and State, this 3rd day of May, 2016, personally appeared TANYA R SAVICZ, CHRISTOPHER J SAVICZ, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument

**This Document is the property of the Lake County Recorder!**

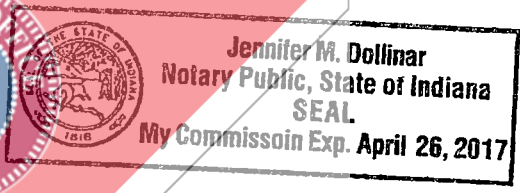
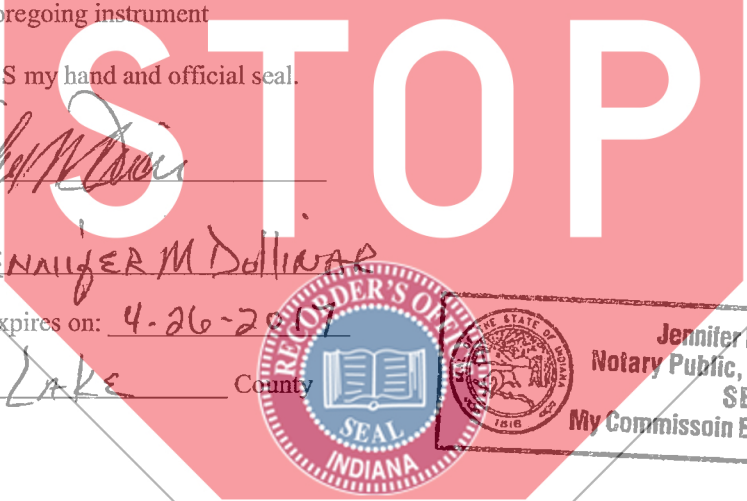
WITNESS my hand and official seal.

Jennifer M Dollinar  
Notary Public

Print Name: JENNIFER M DOLLINAR

My commission expires on: 4-26-2017

Residing in LAKE County



In Witness Whereof, the Lender have executed this Agreement.

**PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK**

By Eileen Burrall (print name) 5-11-16 Date  
Mortgage Officer (title)

[Space Below This Line for Acknowledgments]

**LENDER ACKNOWLEDGMENT**

State of Ohio

County of Montgomery

The foregoing instrument was acknowledged before me this 5-11-16  
(date) by **EILEEN BURRALL**, the **MORTGAGE OFFICER** of **PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK**

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

Hope Chandler  
Notary Public



**HOPE CHANDLER**  
NOTARY PUBLIC  
STATE OF OHIO

RECORDED IN  
MONTGOMERY COUNTY  
My Commission Expires  
September 30, 2020

Printed Name: Hope Chandler  
My commission expires: 9/30/2020

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



EXHIBIT A

BORROWER(S): TANYA R SAVICZ AND CHRISTOPHER J SAVICZ

LOAN NUMBER: 0006226189

LEGAL DESCRIPTION:

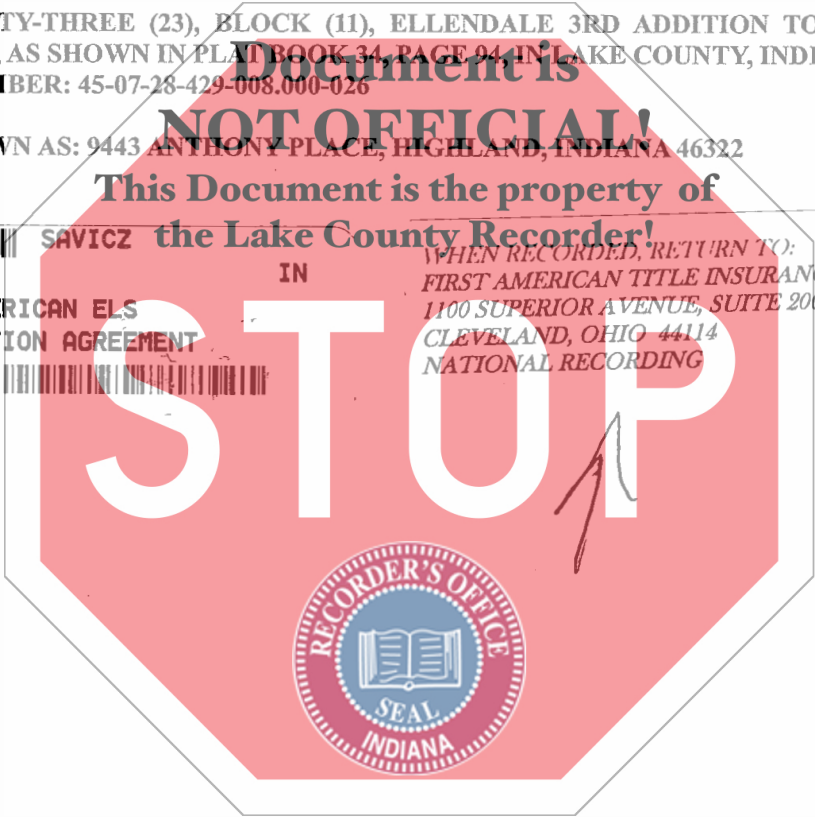
THE PROPERTY DESCRIBED IS LOCATED IN THE CITY OF HIGHLAND, COUNTY OF LAKE, AND STATE OF INDIANA:

LOT TWENTY-THREE (23), BLOCK (11), ELLENDALE 3RD ADDITION TO THE TOWN OF HIGHLAND, AS SHOWN IN PLAT BOOK 34, PAGE 94, IN LAKE COUNTY, INDIANA.  
TAX ID NUMBER: 45-07-28-429-008.000-026

ALSO KNOWN AS: 9443 ANTHONY PLACE, HIGHLAND, INDIANA 46322



FIRST AMERICAN ELS  
MODIFICATION AGREEMENT



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