

2017 000655

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2017 JAN -5 AM 9:18

MICHAEL B. BROWN  
RECORDER

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

When recorded mail to: #:10648073  
First American Title  
Loss Mitigation Title Services 11759.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: GONZALEZ - MOD REC SVC

**Document is  
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**Tax/Parcel #: 45-16-08-151-006.000-042**

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**Original Principal Amount: \$101,378.00**

**FHA\VA Case No.: 156-1305088 703**

**Unpaid Principal Amount: \$97,711.46**

**Loan No: 8000261061**

**New Principal Amount: \$92,062.75**

**Capitalization Amount: \$23,664.72**

**LOAN MODIFICATION AGREEMENT (MORTGAGE)**

This Loan Modification Agreement ("Agreement"), made this 9TH day of NOVEMBER, 2016, between **DEANNA R GONZALEZ INDIVIDUAL** ("Borrower") whose address is **193 HARRINGTON AVENUE, CROWN POINT, INDIANA 46307** 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 **JULY 6, 2012** and recorded on **JULY 18, 2012** in **INSTRUMENT NO. 2012047134**, 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

**193 HARRINGTON AVENUE, CROWN POINT, INDIANA 46307**

*1/16/17*  
*\$22.00*  
*M.E.*  
*E #1644233*

(Property Address)

the real property described being set forth as follows:

**SEE ATTACHED EXHIBIT A**

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, 2016** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$92,062.75**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$23,664.72** 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. **This Unpaid Principal Balance has been reduced by the contemporaneous HUD Partial Claim amount of \$29,313.43. This agreement is conditioned on the proper execution and recording of this HUD Partial Claim.**
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 **3.6250%**, from **DECEMBER 1, 2016**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **419.85**, beginning on the **1ST** day of **JANUARY, 2017**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.6250%** will remain in effect until principal and interest are paid in full. If on **DECEMBER 1, 2046** (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

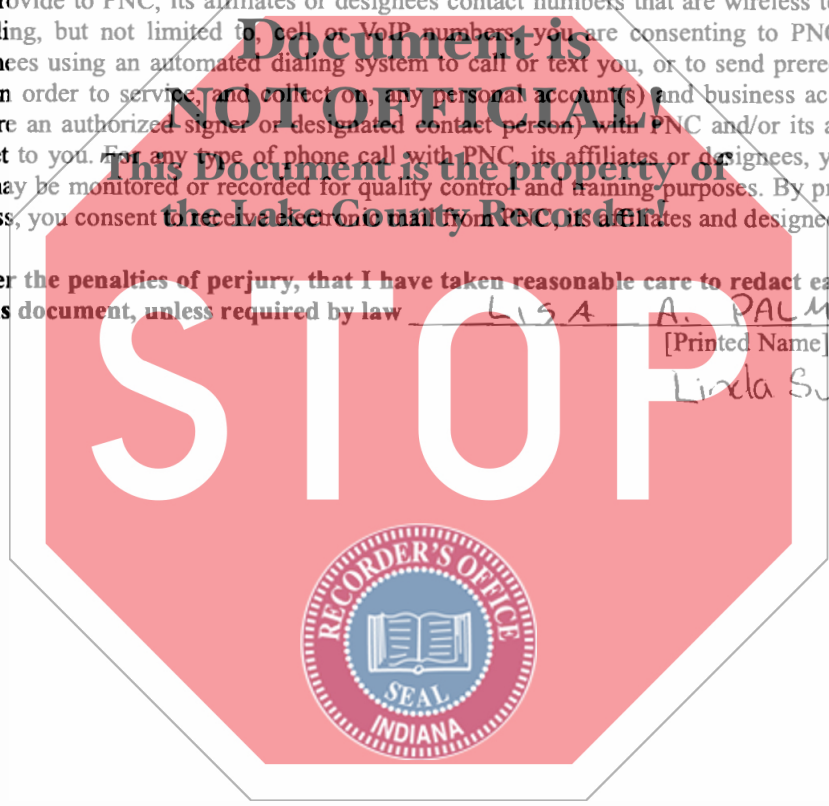
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as 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.
  8. **Important Information about phone calls, texts, prerecorded and email messages:** If, at any time, you provide to PNC, its affiliates or designees contact numbers that are wireless telephone number(s) including, but not limited to, cell or VoIP numbers, you are consenting to PNC, its affiliates and designees using an automated dialing system to call or text you, or to send prerecorded messages to you, in order to service, and collect on, any personal account(s) and business account(s) (for which you are an authorized signer or designated contact person) with PNC and/or its affiliates, but not to market to you. For any type of phone call with PNC, its affiliates or designees, you consent that the call may be monitored or recorded for quality control and training purposes. By providing your email address, you consent to receive electronic mail from PNC, its affiliates and designees.

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 \_\_\_\_\_

LISA A. PALMER

[Printed Name]

Linda Sue Behymer



In Witness Whereof, I have executed this Agreement.

[Signature]  
Borrower: **DEANNA R GONZALEZ**

11-18-16  
**Date**

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

**Date**

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

**Date**

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

**Date**

[Space Below This Line for Acknowledgments]

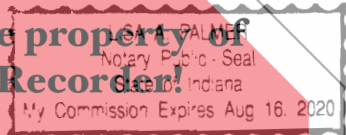
**BORROWER ACKNOWLEDGMENT**  
STATE OF INDIANA,  
COUNTY OF Poultney

Before me, the undersigned, a Notary Public, in and for said County and State,  
this 18 day of November, 2016, personally appeared **DEANNA R GONZALEZ**, 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: Lisa A. Palmer  
My commission expires on: 8-16-2020  
Residing in Poultney County

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In Witness Whereof, the Lender has executed this Agreement.

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

Eileen Burrall 11/28/14  
By EILEEN BURRALL (print name) Date  
Mortgage Officer (title)  
[Space Below This Line for Acknowledgments]

State of OH  
County of Montgomery

The foregoing instrument was acknowledged before me this 11/28/14  
(date) by EILEEN BURRALL, the MORTGAGE OFFICER 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: 1-2-2018

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



# **Exhibit A**

## **Legal Description**

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF CROWN POINT,  
COUNTY OF LAKE AND STATE OF INDIANA:

LOT 62 IN COTTAGE GROVE ADDITION TO CROWN POINT, AS PER PLAT THEREOF  
RECORDED IN MISCELLANEOUS RECORD "A" PAGE 511, IN THE OFFICE OF THE  
RECORDER OF LAKE COUNTY, INDIANA. LOCATED IN CROWN POINT-CEN. LAKE  
COUNTY, INDIANA.

TAX ID # 45-16-08-151-006.000-042

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY ALSO KNOWN AS:  
193 HARRINGTON AVE,  
CROWN POINT, IN 46307-3801

