

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 087315

2017 DEC 27 AM 9:26

MICHAEL B. BROWN
RECORDER

This Document Prepared By:
FARAH LYNN JOHNSON
PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL
ASSOCIATION
3232 NEWMARK DR
MIAMISBURG, OH 45342
(888) 224-4702

Document is
NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

When Recorded Mail To:
PNC BANK, N.A.
P.O. BOX 8800
DAYTON, OH 45401

Tax/Parcel #: 45-08-12-255-003.000-004

[Space Above This Line for Recording Data]

Original Principal Amount: \$59,073.00
Unpaid Principal Amount: \$40,501.57
New Principal Amount: \$41,307.04
Capitalization Amount: \$805.47

FHA/VA/RHS Case No.: 151-7229226 703
Loan No: ****7622

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 14TH day of NOVEMBER, 2017, between **CHARLES E BARNETT AN UNMARRIED MAN** ("Borrower"), whose address is 4133 E 12TH PL, GARY, INDIANA 46403 and PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST TO NATIONAL CITY REAL ESTATE SERVICES, LLC, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, INC., FORMERLY KNOWN AS NATIONAL CITY MORTGAGE CO. ("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 30, 2003 and recorded on AUGUST 5, 2003 in INSTRUMENT NO. 2003080984, LAKE COUNTY, INDIANA, and (2) the Note, in the original principal amount of U.S. \$59,073.00, 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

E
\$251.00
✓ # 00123449415
JTB

4133 E 12TH PL, GARY, INDIANA 46403

the real property described is located in LAKE COUNTY, INDIANA and being set forth as follows:

The land referred to in this document is situated in the STATE OF INDIANA, COUNTY OF LAKE, CITY OF GARY, and described as follows:

SEE ATTACHED LEGAL EXHIBIT A

SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE

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, 2017** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$41,307.04, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest 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 in the amount of U.S. \$805.47.
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 4.1250%, from **DECEMBER 1, 2017**. The Borrower promises to make monthly payments of principal and interest of U.S. \$200.19,, beginning on the 1ST day of **JANUARY, 2018**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **DECEMBER 1, 2047** (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 for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Document is
NOT OFFICIAL!
Farrah Lynn Johnson.
[Printed Name]

This Document is the property of
the Lake County Recorder!

STOP



In Witness Whereof, I have executed this Agreement.

Charles E. Barnett
Borrower: CHARLES E BARNETT

11-22-17

Date

Borrower: _____

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 22nd day of November, 2017, personally appeared **CHARLES E BARNETT**, 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.

Nicole S. McClinton
Notary Public

Print Name: Nicole S. McClinton

My commission expires on: April 18, 2025

Residing in Lake County

NICOLE S. MCCLINTON
NOTARY PUBLIC
SEAL
STATE OF INDIANA
MY COMMISSION EXPIRES APR. 18, 2025



In Witness Whereof, the Lender has executed this Agreement.

PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST TO NATIONAL CITY REAL ESTATE SERVICES, LLC, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, INC., FORMERLY KNOWN AS NATIONAL CITY MORTGAGE CO.

By Eileen Burrall
Eileen Burrall (print name)
Mortgage Officer (title)

11-30-17
Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

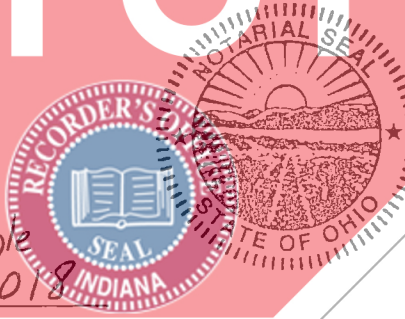
State of OHIO

County of Cuyahoga

The foregoing instrument was acknowledged before me this 30-17 (date) by Eileen Burrall, Mortgage Officer of PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST TO NATIONAL CITY REAL ESTATE SERVICES, LLC, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, INC., FORMERLY KNOWN AS NATIONAL CITY MORTGAGE CO., a national association, on behalf of the national association

Elaine M Ruble
Notary Public

Printed Name: Elaine M Ruble
My commission expires: 1-2-2018



ELAINE M RUBLE
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 01-02-18

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

**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by **CHARLES E BARNETT AN UNMARRIED MAN** to **PROGRESSIVE MORTGAGE SERVICES** for \$59,073.00 and interest, dated **JULY 30, 2003** and recorded on **AUGUST 5, 2003** in **INSTRUMENT NO. 2003080984**.

This mortgage was assigned from **PROGRESSIVE MORTGAGE SERVICES** (assignor), to **NATIONAL CITY MORTGAGE CO** (assignee), by assignment of mortgage dated **JULY 30, 2003** and recorded on **AUGUST 6, 2003** in **INSTRUMENT NO. 2003081577 BOOK N/A PAGE N/A**.



Exhibit A (Legal Description)

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF LAKE AND STATE OF INDIANA:

LOT 3, BLOCK 3, AETNA MANOR SECOND SUBDIVISION, IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 28 PAGE 39, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

BEING THE SAME PROPERTY AS CONVEYED FROM DANIEL PECK AND KATHLEEN D PECK, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP TO CHARLES E. BARNETT, AS DESCRIBED IN DEED INSTRUMENT NO. 2003080983, DATED ON 07/30/2003, RECORDED ON 08/05/2003.

TAX ID #: 45-08-12-255-003.000-004

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY ALSO KNOWN AS: 4133 E 12TH PL, GARY, IN 46403

