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06/28/2022 01:55 PM
TOTAL FEES: 25.00
BY: SP
PG #: 7

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

This Document Prepared By:

CANDACE DORTCH
PNC MORTGAGE, A DIVISION OF PNC BANK,
NATIONAL ASSOCIATION
3232 NEWMARK DR
MIAMISBURG, OH 45342
(888) 224-4702

When Recorded Mail To:

PNC BANK, N.A.
P.O. BOX 8800
DAYTON, OH 45401

Tax/Parcel #: 45-02-24-407-017.000-023

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Original Principal Amount: \$90,333.00

FHA/VA/RHS Case No.:151-

Unpaid Principal Amount: \$71,247.82

9295552 703

New Principal Amount: \$73,371.25

Loan No: **8547**

Capitalization Amount: \$2,123.43

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **6TH** day of **JANUARY, 2022**, between **JOHN SHUMAKER AND DENISE SHUMAKER, HUSBAND AND WIFE, AND FRED SHUMAKER** ("Borrower"), whose address is **3822**

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CAMERON AVENUE, HAMMOND, INDIANA 46327 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 JUNE 16, 2009 and recorded on JUNE 25, 2009 in INSTRUMENT NO. 2009 042793 BOOK NA PAGE NA, 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

3822 CAMERON AVENUE, HAMMOND, INDIANA 46327
(Property Address)

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 CITY OF HAMMOND, COUNTY OF LAKE, STATE OF INDIANA, and described 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, **FEBRUARY 1, 2022** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$**73,371.25**, 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. \$**2,123.43**.
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 **3.1250%**, from **FEBRUARY 1, 2022**. The Borrower promises to make monthly payments of principal and interest of U.S. \$**314.30**, beginning on the **1ST** day of **MARCH, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **FEBRUARY 1, 2052** (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.

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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.

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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 CANDACE DORTCH.

Property of Lake County Recorder

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In Witness Whereof, I have executed this Agreement.

[Signature]
Borrower: **JOHN SHUMAKER**

4-6-22
Date

[Signature]
Borrower: **DENISE SHUMAKER**

4-6-22
Date

[Signature]
Borrower: **FRED SHUMAKER**

4-6-22
Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared **JOHN SHUMAKER, DENISE SHUMAKER, FRED SHUMAKER** [Grantor's Name] who acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal this 6th day of April, 2022.

[Signature]
Notary Public's Signature

Seal

PATRICIA MAKAROUNAS
Notary Public's Printed Name
Notary Name exactly as Commission
Notary Public - State of Indiana
My Commission Expires: 4-23-24
Commission No. 685732



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In Witness Whereof, the Lender has executed this Agreement.

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

By *[Signature]* Chris Pontikis (print name) 5/3/22 Date
By EILEEN BURRALL (print name)
Mortgage Officer vice President (title)

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

State of Ohio

County of Montgomery

The foregoing instrument was acknowledged before me this May 3, 2022
(date) by EILEEN BURRALL, the MORTGAGE OFFICER of PNC BANK,
Chris Pontikis vice President
NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY
MORTGAGE, A DIVISION OF NATIONAL CITY BANK, a national association, on
behalf of the national association

[Signature]
Notary Public



HOPE CHANDLER
Notary Public
State of Ohio
My Comm. Expires
September 30, 2025

Printed Name: Hope Chandler
My commission expires: 9/30/2025

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

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LEGAL DESCRIPTION
Exhibit "A"
TAX ID# 45-02-24-407-017.000-023

Exhibit A (Legal Description)

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

LOT 31 AND THE SOUTH 10 FEET OF LOT 32 IN BLOCK 3 IN DOUGLAS PARK MANOR, IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 17 PAGE 26, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

BEING THE SAME PROPERTY AS CONVEYED FROM RUSSELL A. KOZYRA AND ANGELA L. KOZYRA, HUSBAND AND WIFE TO JOHN SHUMAKER AND DENISE SHUMAKER, HUSBAND AND WIFE, AND FRED SHUMAKER, AS DESCRIBED IN DEED INSTRUMENT NO. 2009 042792, DATED 6/16/2009, RECORDED 6/23/2009.

TAX ID #: 45-02-24-407-017.000-023

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY ALSO KNOWN AS: 3822 CAMERON AVE, HAMMOND, IN 46327.

Property of Lake County Recorder