5696/0007 07 001 Page 1 of 8 **2000-08-29 10:10:14** Cook County Recorder 35.50

Prepared By:
Joan Mennemeyer

Mail To:

Attn: Investor Delivery/Mod Unit PNC Mortgage Corp. Of America

75 N. Fairway Drive Vernon Hills, IL 60061 71-00-03914

Space Above This Line For Recording Data) ____

Modification of Mortgage

THIS AGREEMENT made this 6th day of April, 2000 by and between Vincent Mill's and Pamela Mills, as Husband and Wife, as Joint Tenants, with Rights of Survivorship, (herein after called the Mortgagors, whether one or more) and PNC Mortgage Corp. of America (hereinafter "Lender").

WITNESSETH:

WHEREAS, Borrowers executed a Note and Mortgage and Rider, dated September 3, 1999 describing property in Cook County, State of Illino's, as follows: see legal attached

for the purpose of securing an indebtedness of \$263,250.00 ω the lender, which was recorded on September 8, 1999, as Document No. 99852292 in Book N/A, Page N/A, of the Official Records in the Office of the county Recorder of Cook County, State of Illinois and

WHEREAS, the Parties hereto desire, and hereby agree, to modify solid Mortgage and Rider so as to accurately set forth the correct: Interest Rate Rider form.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, he parties hereto do hereby amend and modify said Mortgage and Riders, by deleting therefrom the following paragraph(s) of section N/A on page N/A:

Adjustable Rate Rider

and by substituting in place thereof the following paragraph(s), originally intended to be set forth therein: Fixed/Adjustable Rate Rider attached hereto

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It is further agreed by and between the parties hereto that this agreement is limited to the specific terms provided herein, and that in all other respects not inconsistent herewith, the terms of said Mortgage shall remain in full force and effect, and be binding hereon.

This agreement shall inure to and bind the heirs, devis IN WITNESS WHEREOF, the parties hereto have ex		
written. Incert All	Should Mills	year mst above
Vincent Mills Borrower	Pamela Mills	Borrower
PNC Mortgage Corp. of America an Ohio Corporation .	PNC Mortgage Corp. 75 Fairway Drive	-
by: Sara mc Marthand	Vernon Hills, IL 6006 Attn: Joan Mennemey	er
Sara McGartland Assistant Vice President	Loan No : 71-	00-03914
(Space Below This I	ing for Acknowledgment	
State of JC		
County of Coof	C	
I, JAWIE ARRE DONDO, a Notary Public in a Vincent Mills and Pamela Mills, personally known to subscribed to the foregoing instrument, appeared before signed and delivered the said instrument as their free a set forth.	o me to be the same person (s) whose re me this day in person, and acknowled and voluntary act, for the uses and p	e name(s) are evledged that the
Given under my hand and official seal, this	gH day of June	, 2001 .
My Commission expires: 1-14-2004	Jani arus	1 and 0
OFFICIAL SEAL JANIE ARREDONBO NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. JAN. 18,2004	Notar	y Public

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STATE OF ILLINOIS

County of Lake

On this // La day of

Before me, the undersigned Notery Public in and for this County and State, personally appeared Sara McGartland, who acknowledged to be the Assistant Vice President of PNC Mortgage Corp. of America, an Ohio Corpo ation, and stated that as such officer being authorized so to do, and executed the foregoing instrument for the purposes therein contained, for and on behalf of the Corporation.

The Copy of the Opping In witness whereof I have set my hand and official seal.

OFFICIAL SEAL E FAYE MOROZ

(Seal)

STREET ADDRESS: 36 UNOFFICIAL COPY

CITY: HAZELCREST

COUNTY: COOK

TAX NUMBER: 31-02-104-028-0000

99852292

LEGAL DESCRIPTION:

LOT 177 IN DYNASTY LAKE ESTATES UNIT III, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Property of County Clerk's Office

FIXED/ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

Lender #: 710003914

THIS FIXED/ADJUSTABLE RATE RIDER is made this 3rd day of September , and is incorporated into and shall be deemed to amend and supplement the Mortgag, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to PNC Mortgage Corp. of America, an Ohio Corporation

(the "Lender") of the same date and covering the Property described in the Security Instrument and located 3610 South Edgewater Drive Hazelcrest, IL 60429

[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES 7.250 %. The Note also The Note provides for an initial fixed interest rate of provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of , and the adjustable interest rate I will pay may change on that September

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - 1 YEAR TREASURY INDEX- Single Family -Fannie Mae Uniform Instrument

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day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 day. Set ore each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding percentage point(s)

Two and three quarters

(2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eight! of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than

12.250 % or less than

2.750 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than

12.250 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of the change in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

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B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. UNTIL BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any in erest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its op ion, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this cotton 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 mus pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. WHEN BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION BI ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 this Security incrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Forrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider. (Seal) (Seal) -Borrower Pamela Mills -Borrow:r Vincent Mills (Seal) (Seal) -Borrower -Borrower (Seal) (Seal) -Borrower -Borrower (Seal) (Seal) -Borrower -Borrower Form 3182 5/94 -P843U (9705) Page 4 of 4