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2000-10-05 11:38:46
Cook County Recorder 35.00



Prepared By:

Katie Zukowski

Mail To:

Attn: Investor Delivery/Mod Unit
PNC Mortgage Corp. Of America
75 N. Fairway Drive
Vernon Hills, IL 60061
71-00-05939

Space Above This Line For Recording Data) _____

Modification of
Mortgage

THIS AGREEMENT made this 25th day of August, 2000
by and between Dennis Ong, an Unmarried Man, as Individual, (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 March 1, 2000
describing property in Cook County, State of Illinois, as follows: see legal attached

for the purpose of securing an indebtedness of \$29,900.00 to the lender, which was recorded on May
24, 2000, as Document No. 00377193 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 said 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, the parties
hereto do hereby amend and modify said Mortgage and Riders, by deleting therefrom
the Adjustable Rate Rider

and by substituting in place thereof the following paragraph(s), originally intended to be set forth
therein **the 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, devisees, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Dennis Ong
Dennis Ong Borrower

Borrower

PNC Mortgage Corp. of America,
an Ohio Corporation

PNC Mortgage Corp. of America
75 Fairway Drive
Vernon Hills, IL 60061
Attn: Katie Zukowski

by: Sara McGartland
Sara McGartland
Assistant Vice President

Loan No : 71-00-05939

(Space Below This Line For Acknowledgment)

State of IL

County of Cook

I, Gerhard K Fichtel, a Notary Public in and for said county and state, do hereby certify that Dennis Ong, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29th day of August, 2000 .

My Commission expires:

Gerhard K. Fichtel

Notary Public



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FIXED/ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

Lender #: 710005939

THIS FIXED/ADJUSTABLE RATE RIDER is made this 1st day of March, 2000, and is incorporated into and shall be deemed to amend and supplement the Mortgage, 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 at: 900 West Fullerton 1F
Chicago, IL 60614

[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


The Note provides for an initial fixed interest rate of 8.250%. The Note also 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 March, 2005, and the adjustable interest rate I will pay may change on that

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

 P843U (9705)

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Initials: _____
Form 3182 5/94

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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 days before 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 **Two and three quarters** percentage point(s) (**2.750 %**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth 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 **13.250 %** or less than **3.250 %**. 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 **13.250 %**.

(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 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.

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 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 B1 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 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

<u>Dennis Ong</u> Dennis Ong	(Seal) -Borrower	_____	(Seal) -Borrower
_____	(Seal) -Borrower	_____	(Seal) -Borrower
_____	(Seal) -Borrower	_____	(Seal) -Borrower
_____	(Seal) -Borrower	_____	(Seal) -Borrower

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STREET ADDRESS: 900 W. FULLERTON AVENUE UNIT 1-F
CITY: CHICAGO COUNTY: COOK
TAX NUMBER: 14-29-427-054-0000

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LEGAL DESCRIPTION:

UNIT 1-F IN THE 900 WEST FULLERTON CONDOMINIUM ASSOCIATION CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE WEST 25 FEET OF LOT 31, LOTS 32, 33, AND THE EAST 1/2 OF LOT 34 IN SUBDIVISION OF THE EAST 10 ACRES OF BLOCK 19 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED JANUARY 31, 2000 AS DOCUMENT NUMBER 00078794, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Property of Cook County Clerk's Office

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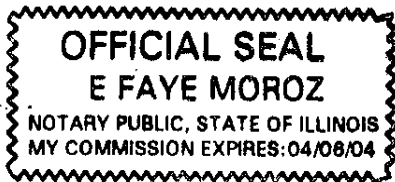
STATE OF ILLINOIS

County of Lake

On this 13th day of September, 2000

Before me, the undersigned Notary 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 Corporation, 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.

In witness whereof I have set my hand and official seal.



(Seal)

Notary

E Faye Moroz