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Cook County Recorder of Deeds
Date: 09/30/2010 09:50 AM Pg: 1 of 4

THIS DOCUMENT WAS PREPARED BY:
Trevor Daniels
PNC MORTGAGE
3232 NEWMARK DRIVE
MIAMISBURG, OHIO 45342
800-367-9305

Tax Parcel No.: 0131040310000

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FHA Case No. 3170357-137
Loan No. 0003817856

LOAN MODIFICATION AGREEMENT

Original Recorded Date: FEBRUARY 2, 2005

This Loan Modification Agreement ("Agreement"), made this **JULY 22, 2010**
between **MICHAEL D MCCARTHY, HUSBAND AND MARILYN BRAUER MCCARTHY, WIFE**

("Borrower"), whose address is
2022 BROWN AVE
EVANSTON, ILLINOIS 60201
and
PNC MORTGAGE, A DIVISION OF PNC BANK, NA

("Lender"), whose address is **3232 NEWMARK DRIVE**
MIAMISBURG, OHIO 45342
amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated
JANUARY 24, 2005 and recorded in **Instrument No. 0503350169**
COOK COUNTY, **ILLINOIS**, and (2) the Note, in
the original principal amount of U.S. \$ **210,855.00**, 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
2022 BROWN AVE
EVANSTON, ILLINOIS 60201

HUD Modification Agreement
CoreLogic Document Services
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CLDS# HUDMOD Rev. 09-14-09

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the real property described is located in **COOK COUNTY**, **ILLINOIS**
and being set forth as follows:

**LOTS 12 AND 13 IN BLOCK 2 IN CULVER'S ADDITION TO EVANSTON, A
SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE
NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

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 **AUGUST 1, 2010**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **238,216.80** consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **4.500 %**, from **AUGUST 1, 2010**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,207.01**, beginning on the first day of **SEPTEMBER, 2010**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **AUGUST 01, 2040** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at
**PNC MORTGAGE, A DIVISION OF PNC BANK, NA
3232 NEWMARK DRIVE
MIAMISBURG, OHIO 45342**

or at such other place as the Lender may require.

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:

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Page 2 of 4

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0003817856

(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.


MICHAEL D MCCARTHY

-Borrower


MARILYN BRAUER MCCARTHY

-Borrower

-Borrower

-Borrower

PNC MORTGAGE, A DIVISION OF PNC BANK, NA



Name: **Eileen Burrall**

-Lender

Its: **AUTHORIZED REPRESENTATIVE**

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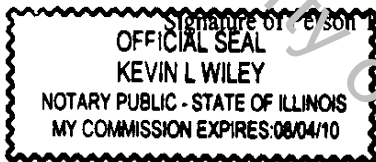
0003817856

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BORROWER ACKNOWLEDGMENT

STATE OF IL COUNTY OF COOK

The foregoing instrument was acknowledged before me this JULY 30 2010 by MICHAEL D MCCARTHY AND MARILYN BRAUER MCCARTHY



Signature of Person Taking Acknowledgment Kevin Wiley
Printed Name KEVIN WILEY
Title or Rank OWNER
Serial Number, if any _____

LENDER ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me this Monday August 2010 by Eileen Burrall, the AUTHORIZED REPRESENTATIVE of PNC Mortgage

a _____, on behalf of said entity.

Signature of Person Taking Acknowledgment Catrina J. Bowman
Printed Name Catrina J. Bowman
Title or Rank Notary Public
Serial Number, if any _____



CATRINA J. BOWMAN Notary Public
In and for the State of Ohio
My Commission Expires April 3, 2013

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Page 4 of 4