

# UNOFFICIAL COPY



Doc#: 1027917026 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/06/2010 01:50 PM Pg: 1 of 5

Space Above This Line For Recording Data

Prepared By: PNC Mortgage, a Division of PNC Bank NA

LORI ARCHER

Homeowners Assistance Department

Building 5

3232 Newmark Drive

Miamisburg OH 45342

PNC

2003783

### WHEN RECORDED MAIL TO:

First American Title

P.O. Box 27670

Santa Ana, CA 92799

Attn: Recording Dept.

0104388

FHA Case No:  
703 137-2239138

## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement") is made this 28 day of July, 2010,  
between BENNY J FRANKLIN  
and PNC Mortgage, a Division of PNC Bank NA ("Lender"), amends and  
supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"),  
dated February 17, 2003 and recorded March 17, 2003  
As Instrument Number 0030364784

of the Official Records of COOK County, IL  
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

14720 DEARBORN ST

DOLTON

IL 60419

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The real property described being set forth 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 August 1, 2010, the amount payable under the Note and the Security Instrument (the "unpaid Principal Balance") is U.S. \$122,373.68 consisting of the amount(s) loaned to the Borrower(s) by the lender and any interest capitalized to date.
2. The borrower(s) 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 4.375% from August 1, 2010. The Borrower(s) promises to make monthly payments of principal and interest of U.S. \$610.99 beginning on the day of September 1, 2010 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on August 1, 2040, the Borrower(s) still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower(s) will pay these amounts in full on the Maturity Date.

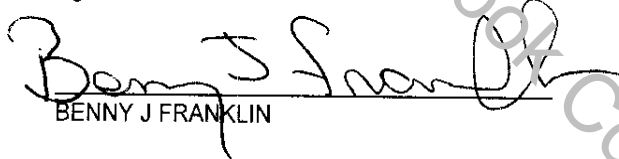
The Borrower will make such payments at (Lender's address)

PNC Mortgage  
a Division of PNC Bank NA  
3232 Newmark Drive,  
Miamisburg Ohio, 45342

or at such other place as the Lender may require.

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3. The Borrower(s) represents that the Borrower(s) BS is, \_\_\_\_\_ is not, the occupant of the Property.
4. The Security Instrument, including without limitations, 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(s) is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph number 1 above:
  - a. 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. Nothing in this Agreement shall be understood or construed to 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 the Borrower(s) and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

  
 BENNY J FRANKLIN

\_\_\_\_\_  
 Witness Signature  
 Printed Name:

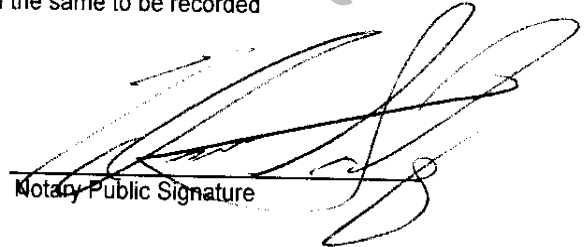
\_\_\_\_\_  
 (Space Below This Line For Acknowledgement)

STATE OF: Illinois  
 COUNTY OF: Cook

On this 09 day of 08, 2010, before me a notary public came the above named

BENNY J FRANKLIN  
 acknowledged the within indenture of Mortgage to be their act and deed, and desired the same to be recorded as such.

Witness my hand and seal, the day and year aforesaid.

  
 Notary Public Signature

My commission expires:



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\_\_\_\_\_  
(Seal)

PNC Mortgage  
a division of PNC Bank NA

*Eileen Burrall*

By: Eileen Burrall  
Its: Authorized Representative

*Sharon Yerian*  
\_\_\_\_\_  
Sharon Yerian Witness

*John Schwab*  
\_\_\_\_\_  
John Schwab Witness

Property of Cook County Clerk's Office

\_\_\_\_\_  
(Space Below This Line For Corporate Acknowledgement)

STATE OF: OHIO  
COUNTY OF: MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared Eileen Burrall, an Authorized Representative of PNC Mortgage, A Division of PNC Bank NA, known to me to be a person whose name is subscribed to the following instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed as the act and deed of said corporation/association and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 11th day of Aug, 2010.

*Elaine M Ruble*  
\_\_\_\_\_  
Notary Public (Seal)  
Printed Name: Elaine M Ruble

My Commission Expires: 1/2/2013



ELAINE M. RUBLE, Notary Public  
In and for the State of Ohio  
My Commission Expires Jan. 2, 2013

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Exhibit "A"  
TAX ID 29092170120000

LOT 53 IN TOWN AND COUNTRY HOMES ADDITION TO IVANHOE BEING A SUBDIVISION OF LOT 5 IN VERHOEVEN'S SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office