This instrument prepared by: KARLA PRICE PNC Mortgage, a division of PNC Bank, NA 3232 Newmark Drive Miamisburg, OH 45342

Return Tc.

Servicer Loan Number 0005767413

BALLOON LOAN MODIFICATION 01-11039037.03R (Pursuant to the Terms of the Balloon Note Addendum and Balloon Rider)

TWO ORIGINAL BALLOON LOAN MODIFICATION'S MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED.

This Balloon Loan Modification ("Modification"), entered into effective as of the 1st day of July, 2010 between KAZIMIERZ GACON and ANNA J GACON, HUSBAND AND WIFE ("Borrower(s)") and PNC Mortgage, a division of FNC Bank, NA as successor by merger to National City Mortgage ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated June 30, 2003, securing the original principal sum of U.S., \$198,000.00, and recorded in Instrument/Document No. 0319826109, of the Records of Cook County, Illinois and (2) the E-1 on Note bearing the same date as, and secured by, the Security Instrument ("Note") which covers the real and personal Property described in the Security Instrument and defined in the Security Instrument as the "Property", located at 3544 ELDER LN, FRANKLIN PARK, J. 60131, the real property described being set forth as follows:

LOT 2 (EXCEPT THE NORTH 19 FEET THEREOF), ALL OF LOT 3, ANL THE ARTH 8 FEET OF LOT 4 IN BLOCK 3 IN THIRD ADDITION TO FRANKLIN PARK, A SUBDIVISION AN SECTIONS 21 AND 28, TOWNSHIP 40 NORTH, RANGE 12, EAST OF TH ETHIRD PRINCIPAL LET DIAN, IN COOK COUNTY. ILLINOIS.

P.I.N.# 12214010610000

To evidence the election by the Borrower of the (Conditional Right to Refinance) (Conditional Modification and Extension of Loan Terms) as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and Lender agree as and follows (notwithstanding anything to the contrary contained in the Note or Security Instrument)

1. The Borrower is owner and occupant of the Property.

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2. As of <u>July 01, 2010</u>, the more rayable under the Note and Security Instrument (the "Unpaid Principal Balance", is 0.5. \$170,610.50

3. The 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 a yearly rate of 5.125% beginning July, 1, 2010. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,053.63, beginning on August 01, 2010, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on July 01, 2033 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at PNC Mortgage, P.O. Box 533510, Atlanta, GA 30353-3510, or at such other place as the Lender may require.

- 4. The Borrower will comply with all other covenants, agreements, and requirements of the Note and 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, all the terms and provisions of the Balloon Note Addendum and Balloon Rider are forever canceled, null and void, as of the maturity date of the Note.
- 5. Nothing in this Modification 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 the Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

(To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note.)

BORROWERS

KAZIMIERZ GACON

Anna Yacon

By Individuals-State of

County of

On this the 21st day of Sont . 2010, before me the undersigned Notary Public, personally appeared <u>KAZIMIERZ GACON</u>, ANNA J GACON, proven to me on the basis of satisfactory evidence to be the person whose name was subscribed to the written instrument, and acknowledgment that he executed it.

In witness whereof, I hereunto set my hand and official seal.

OFFICIAL SEAL
ALMA AYALA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 04/24/2012

Notary Public,

y commission expires

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LENDER (COR

Mary Vice President

Dianna L. Faulk

Authorized Signer/Supervisor

Corporation-State of Ohio

County of Montgomery

On this 30 day of De 10 day, 2010, before me, the undersigned Notary Public, personally appeared Mary Beth Criswell and Dianna L. Faulk who acknowledged themselves to be the Vice President, and Supervisor/Authorized Signer, of PNC Mortgage, a division of PNC Bank, NA, a corporation, and that they are such Vice President and Supervisor/Authorized Signer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by themselves as Vice President and Supervisor/Authorized Signer. In witness whereof, I hereunto set my hand and official seal.

Charinon M. MOORMAN, Notary Public

a such as the State of Ohio

7-2-My commission Expires July 2, 2011 My commission expires