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SANTA ANA, CA 92799-7670  
ATTN: LMTS

6102111

Doc#: 1029510007 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/22/2010 10:22 AM Pg: 1 of 6

THIS DOCUMENT WAS PREPARED BY:  
SHARESE M BISHOP  
PNC MORTGAGE  
3232 NEWMARK DRIVE  
MIAMISBURG, OHIO 45342

Tax Parcel No.: 09-11-312-005-0000

[Space Above This Line for Recording Data]  
Original Recorded Date: NOVEMBER 27, 2007 Fannie Mae Loan No.: 1705513277  
Original Principal Amount: \$ 390,000.00 Loan No.: 0005875500

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 29TH day of JUNE, 2010  
between FELICE VANARIA AND RENEE VANARIA, HUSBAND AND WIFE

("Borrower") and PNC MORTGAGE, A DIVISION OF PNC BANK, NA

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and  
Timely Payment Rewards Rider, if any, dated NOVEMBER 9, 2007 and recorded in  
Instrument No. R 2007168332, of the Official Records of  
(Name of Records)

WILL COUNTY, ILLINOIS

, and (2) the Note bearing the same date as, and

(County and State, or other jurisdiction)

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

19829 SILVERSIDE DRIVE, TINLEY PARK, ILLINOIS 60487

(Property Address)

S Ylo  
P lo  
S N  
M N  
SC yes  
E yes  
INT sw

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the real property described being set forth as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;**

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 **JUNE 29, 2011**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **412,080.14**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance for the first five years at the yearly rate of **2.000** % from **AUGUST 1, 2010**, and Borrower promises to pay monthly payments of principal and interest in the amount of U.S. \$ **1,247.89**, beginning on the **1ST** day of **SEPTEMBER, 2010**. During the sixth year, interest will be charged at the yearly rate of **3.000** % from **AUGUST 1, 2015**, and Borrower shall pay monthly payments of principal and interest in the amount of U.S. \$ **1,449.75** beginning on the **1ST** day of **SEPTEMBER, 2015**. During the seventh year, interest will be charged at the yearly rate of **4.000** % from **AUGUST 1, 2016**, and Borrower shall pay monthly payments of principal and interest in the amount of U.S. \$ **1,662.84** beginning on the **1ST** day of **SEPTEMBER, 2016**. During the eighth year, interest will be charged at the yearly rate of **5.000** % from **AUGUST 1, 2017**, and Borrower shall pay monthly payments of principal and interest in the amount of U.S. \$ **1,885.41** beginning on the **1ST** day of **SEPTEMBER, 2017**. During the ninth year and continuing thereafter until the Maturity Date (as hereinafter defined), interest will be charged at the yearly rate of **5.250** % from **AUGUST 1, 2018**, and Borrower shall pay monthly payments of principal and interest in the amount of U.S. \$ **1,941.91** beginning on the **1ST** day of **SEPTEMBER, 2018**, and shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **AUGUST 1, 2050** (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

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3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the 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 the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower 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 No. 1 above:

- (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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) 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.

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(d) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

6. This Agreement modifies an obligation secured by an existing security instrument recorded in WILL County, ILLINOIS, upon which all recordation taxes have been paid. As of the date of this Agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$ 382,533.29. The principal balance secured by the existing security instrument as a result of this Agreement is \$ 412,080.14, which amount represents the excess of the unpaid principal balance of this original obligation.

PNC MORTGAGE, A DIVISION OF PNC BANK, NA

*Judy Biser* (Seal)  
Name: **JUDY BISER** *Tracy Biser* - Lender  
Its: **AUTHORIZED REPRESENTATIVE**

*Felice Vanaria* (Seal)  
FELICE VANARIA - Borrower

*Renee Vanaria* (Seal)  
RENEE VANARIA - Borrower

\_\_\_\_ (Seal)  
- Borrower

\_\_\_\_ (Seal)  
- Borrower

\_\_\_\_ (Seal)  
- Borrower

\_\_\_\_ (Seal)  
- Borrower

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[Space Below This Line for Acknowledgments]

### BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of WILL

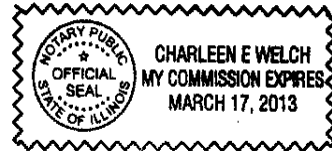
This instrument was acknowledged before me on 7/9/10 (date) by

FELICE VANARIA AND RENEE VANARIA

(name/s of person/s).

Charleen E. Welch (Signature of Notary Public)

(Seal)



### LENDER ACKNOWLEDGMENT

STATE OF OHIO

COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me this August 11, 2010 by JUDY BISER Trustee, the AUTHORIZED REPRESENTATIVE of PNC Mortgage a Corporation, on behalf of said entity.

Signature of Person Taking Acknowledgment

Printed Name

Title or Rank

Serial Number, if any



My com exp. 4-1-2014

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## EXHIBIT A

**BORROWER(S): FELICE VANARIA AND RENEE VANARIA, HUSBAND AND WIFE**

**LOAN NUMBER: 0005875500**

**LEGAL DESCRIPTION:**

**LOT 53 IN BROOKSIDE GLEN SOUTH P.U.D. UNIT 1, BEING A  
SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 35  
NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ACCORDING TO THE PLAT THEREOF RECORDED JULY 13, 2005 AS  
DOCUMENT NUMBER R2005-117611 IN WILL COUNTY, ILLINOIS. TAX  
PARCEL NUMBER: 09-11-312-005-0000.**

**ALSO KNOWN AS: 19829 SILVERSIDE DRIVE, TINLEY PARK, ILLINOIS 60487**