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Doc#: 1034755048 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 12/13/2010 01:05 PM Pg: 1 of 10

Recording Requested By & Return To:
Chicago Title ServiceLink Division
4000 Industrial Blvd
Aliquippa, PA 15001

Prepared By:
PNC Mortgage
10801 6th Street Suite 100
Rancho Cucamonga, CA 91730

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

Loan Number: 0006043071

This Loan Modification Agreement ("Agreement"), made this 7th day of September, 2010, between DON D CRAYTON and RAQUEL S GRAHAM Husband and Wife

(**"Borrower"**) and PNC MORTGAGE

(**"Lender"**), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the **"Security Instrument"**), dated June 11, 2008 and recorded in the COOK COUNTY, IL Records of [Name of Records]

PNC MORTGAGE MODIFIED

LOAN MODIFICATION AGREEMENT - Single-Family - Fannie Mae Uniform Instrument - Providing For Fixed Interest Rate
Amended to include Notary Acknowledgments and other information

Form 3179 1/01 (rev. 01/09)

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COOK COUNTY, IL

[County and State, or other Jurisdiction]

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

3201 S CALUMET AVE
CHICAGO, IL 60616

[Property Address]

the real property described being set forth as follows:

Original Loan Amount: \$ 417,000.00 Recorded On: 07/09/2008 Document Number 08191091

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF, AS 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):

- As of October 1, 2010, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 432,132.74, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 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 year at the yearly rate of 6.250 % from October 1, 2010

Borrower promises to make monthly payments of principal and interest in the amount of U.S. \$ 2,471.43, beginning on the 1st day of November, 2010, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.

The yearly rate of 6.250 % will remain in effect until principal and interest is paid in full.

If on July 1, 2049 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

- 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.

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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 attached 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) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW.

Property of Cook County Clerk's Office

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Don D. Crayton (Seal)
DON D CRAYTON -Borrower

Raquel S Graham (Seal)
RAQUEL S GRAHAM -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

BORROWER ACKNOWLEDGMENT

State of Illinois
County of COOK

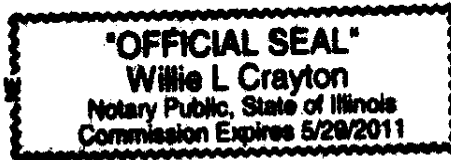
This instrument was acknowledged before me on
DON D CRAYTON, RAQUEL S GRAHAM, husband and wife

9/11/2010

by

My commission expires:

Willie L Crayton
Notary Public 9/11/10



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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Bernardino

On 9-17-10 before me, Michael Perez, Notary Public
(Here insert name and title of the officer)

personally appeared Monica L. Orozco

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

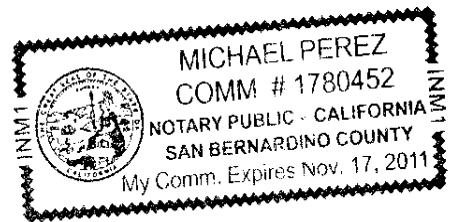
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Handwritten Signature]

 Signature of Notary Public

Notary Public (Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~ - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Modification

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 6 Document Date 9-11-10

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

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(Seal)

-Lender

By:

Property of Cook County Clerk's Office
Veronica Ornelas

LENDER ACKNOWLEDGMENT

State of CALIFORNIA
County of SAN BERNARDINO

This instrument was acknowledged before me on

by

as attorney-in-fact for
PNC MORTGAGE

MP See attachment

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EXHIBIT A
Legal Description of Property

LOT 48 IN BLOCK 1 IN TYLERS SUBDIVISION OF THE SOUTH 1/2 OF THE
NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 39
NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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LENDER: PNC MORTGAGE

BORROWER(S): DON D CRAYTON, RAQUEL S GRAHAM

PROPERTY: 3201 S CALUMET AVE
CHICAGO IL 60616

LOAN NO.: 0006043071

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

BY: PNC MORTGAGE

Don D. Crayton 9/11/2010
DON D CRAYTON DATE

Raquel S. Graham 9/11/2010
RAQUEL S GRAHAM DATE

DATE

DATE

DATE

DATE

DATE

DATE

Note: "Loan Agreement" as used herein means promissory note, agreement, undertaking, deed of trust, document, commitment or any combination thereof pursuant to which Lender loans money.

NOTICE OF NO ORAL AGREEMENTS

DDS-CS1

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LENDER: PNC MORTGAGE

BORROWER(S): DON D CRAYTON, RAQUEL S GRAHAM

PROPERTY ADDRESS: 3201 S CALUMET AVE
CHICAGO IL 60616

LOAN NO.: 0005831856

ERROR AND OMISSIONS / COMPLIANCE AGREEMENT

STATE OF: ILLINOIS

COUNTY OF: COOK

The undersigned borrower(s) for and in consideration of the above-referenced Lender funding the closing of this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs, or any Municipal Bonding Authority.

The undersigned borrower(s) agree(s) to comply with all above noted requests by the above-referenced Lender within 30 days from date of mailing of said requests. Borrower(s) agree(s) to assume all costs including, by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to comply with correction requests in the above noted time period.

The undersigned borrower(s) do hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation, and to assure marketable title in the said borrower(s).

DATED effective this 9/11/2010 day of

Don D. Crayton
DON D CRAYTON

Raquele S. Graham
RAQUEL S GRAHAM

Sworn to and subscribed before me this

11th

day of Sept 2010

Willie L Crayton

Notary Public
State/Commonwealth of
Acting in the County/Parish of

My Commission Expires:

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DDS-631



5/04