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Doc#: 1103239067 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/01/2011 11:49 AM Pg: 1 of 6

This Instrument Was Prepared By:
PNC MORTGAGE
3232 NEWMARK DRIVE
MIAMISBURG, OHIO 45342

When recorded mail to: #6366599
First American Title
Loss Mitigation Title Services 1454.1
P.O. Box 27670
Santa Ana, CA 92799
RE: MUNOZ - PROPERTY REPORT

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PN #02-01-102-053-105

Original Recorded Date: NOVEMBER 26, 2003 Loan No. 2641250-137
Original Principal Amount: \$ 145,500.00 FHA/VA Case No. 0002909279

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 2ND day of DECEMBER, 2010 ,
between ANASTACIO MUNOZ, HUSBAND AND FABIOLA MUNOZ, 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") dated NOVEMBER 14, 2003
and recorded in Instrument No. 0333026196
of the Official Records of COOK COUNTY, ILLINOIS, 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
2143 N DOGWOOD LN, PALATINE, ILLINOIS 60074

HUD MODIFICATION AGREEMENT
CoreLogic Document Services
CoreLogic, Inc.
CLDS# HUD-MOD Rev. 06-15-10

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S YES
P 6
S NO
M NO
SC YES
E YES
INT INT

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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 **JANUARY 1, 2011**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **163,491.63**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$ **26,874.35** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
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 at the yearly rate of **4.375** %, from **JANUARY 1, 2011**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **816.29**, beginning on the **1ST** day of **FEBRUARY, 2011**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 01, 2041** (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.
3. If all or any part of the Property or any interest in it 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.

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EXHIBIT A

BORROWER(S): ANASTACIO MUNOZ, HUSBAND AND FABIOLA MUNOZ, WIFE

LOAN NUMBER: 2641250-137

LEGAL DESCRIPTION:

UNIT B BUILDING 48 AS DELINEATED ON THE SURVEY OF HERITAGE MANOR (N PALATINE CONDOMINIUM (ALSO KNOWN AS IVY GLEN PALATINE CONDOMINIUM) OF PART OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (HEREINAFTER REFERRED TO AS "PARCEL"), WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM MADE BY BUILDING SYSTEMS HOUSING CORPORATION, A CORPORATION OF OHIO, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON DECEMBER 21, 1972 AS DOCUMENT NUMBER 22165443, AS AMENDED FROM TIME TO TIME, TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN SAID DECLARATION, WHICH PERCENTAGES SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION, AND TOGETHER ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS, WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF EACH SUCH AMENDED DECLARATION AS THOUGH CONVEYED HEREBY, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 2143 N DOGWOOD LN, PALATINE, ILLINOIS 60074

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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; 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.
7. Borrower agrees to make and execute other documents or papers as may be necessary 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.

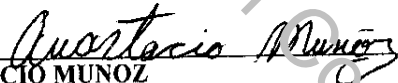
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- 8. This Agreement modifies an obligation secured by an existing security instrument recorded in COOK County, ILLINOIS, upon which all recordation taxes have been paid. As of the date of this Agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$ 136,617.28. The principal balance secured by the existing security instrument as a result of this Agreement is \$ 163,491.63, which amount represents the excess of the unpaid principal balance of this original obligation.

PNC MORTGAGE, A DIVISION OF PNC BANK, NA


 _____ (Seal)
 Name: Eileen Burrall - Lender
 Its: AUTHORIZED REPRESENTATIVE


 _____ (Seal)
 ANASTACIO MUNOZ - Borrower


 _____ (Seal)
 FABIOLA MUNOZ - Borrower

 _____ (Seal)
 - Borrower

 _____ (Seal)
 - Borrower

 _____ (Seal)
 Borrower

 _____ (Seal)
 - Borrower

HUD MODIFICATION AGREEMENT

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[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of ILLINOIS

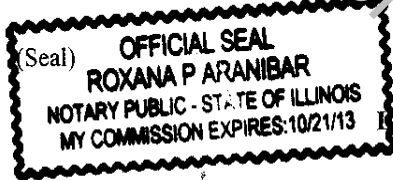
County of Cook

This instrument was acknowledged before me on December 13, 2010 (date) by ANASTACIO MUNOZ AND FABIOLA MUNOZ

(name/s of person/s)

[Handwritten Signature]

(Signature of Notary Public)



RENDER ACKNOWLEDGMENT

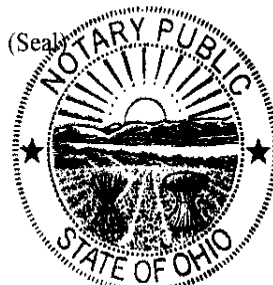
State of OHIO

County of MONTGOMERY

This instrument was acknowledged before me on December 23, 2010 (date) by Eileen Burrell as AUTHORIZED REPRESENTATIVE of _____

[Handwritten Signature]

(Signature of Notary Public)



LISA M. DONAHUE, Notary Public
In and for the State of Ohio
My Commission Expires Oct. 9, 2012