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This instrument was prepared by:
SOPHIA BERMEO
PNC MORTGAGE
3232 NEWMARK DRIVE
MIAMISBURG, OHIO 45342

Doc#: 1105603013 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 02/25/2011 11:13 AM Pg: 1 of 11

When recorded mail to: #:6132396
First American Title 
Loss Mitigation Title Services 11759.1
P.O. Box 27670
Santa Ana, CA 92799
RE: DURAN - PROPERTY REPORT

[Space Above This Line For Recording Data]
Original Recorded Date: JUNE 19, 2007 **Freddie Mac Loan No. 445500107**
Original Principal Amount: \$ 172,500.00 **Loan No. 0005794867**

LOAN MODIFICATION AGREEMENT (To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement (the "Agreement"), made and effective this **1ST** day of **SEPTEMBER, 2010**, between **PNC MORTGAGE, A DIVISION OF PNC BANK, NA** ("Lender")

and **ARMANDO DURAN AND ANA MARIA DURAN, HIS WIFE, AS JOINT TENANTS**

("Borrower"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated **MAY 24, 2007**, in the original principal sum of U.S. \$ **172,500.00** and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded in **Instrument No. 0717040124**, of the **Official** Records of **COOK COUNTY, ILLINOIS**. The [Name of Records] [County and State, or other jurisdiction] Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at: **1239 S 49TH AVE, CICERO, ILLINOIS 60804**

[Property Address]
PIN: 16-21-206-024-0000

COOK COUNTY RECORDER OF DEEDS
SEARCHED
SERIALIZED
INDEXED
FILED
FEB 25 2011
SPRINGFIELD, ILLINOIS

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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, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. Current Balance. As of **JANUARY 1, 2010**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **176,699.02**.
2. Interest Rate. 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 **4.500** %, beginning **SEPTEMBER 1, 2010**, both before and after any default described in the Note. The yearly rate of **4.500** % will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. \$ **794.37**, beginning on the **1ST** day of **OCTOBER, 2010**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **SEPTEMBER 01, 2050**, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. Place of Payment. Borrower must make the monthly payments at **3232 NEWMARK DRIVE
MIAMISBURG, OHIO 45342** or such other place as Lender may require.
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.

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6. Property Transfer. 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 given in accordance with Section 15 of the Security Instrument, 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 this Security Instrument without further notice or demand of Borrower.

7. Compliance with Covenants. 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.
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 \$ 167,251.91. The principal balance secured by the existing security instrument as a result of this Agreement is \$ 176,699.02, which amount represents the excess of the unpaid principal balance of this original obligation.**

(Acknowledgments on following page)


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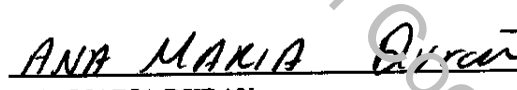
Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except where otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

In Witness Whereof, Lender and Borrower have executed this Agreement.

PNC MORTGAGE, A DIVISION OF PNC BANK, NA


 Name: JAMES PECCA - Lender
 Its: **AUTHORIZED REPRESENTATIVE**


ARMANDO DURAN 9-09-10 - Borrower


ANA MARIA DURAN 9-09-10 - Borrower

- Borrower

- Borrower

- Borrower

- Borrower

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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 Sept 9, 2010 (date) by

ARMANDO DURAN AND ANA MARIA DURAN

(name/s of person/s).

Nancy Gonzales

(Signature of Notary Public)



STATE OF OHIO

COUNTY OF MONTGOMERY

The foregoing instrument was acknowledged before me this JAMES PICA by JAMES PICA, the AUTHORIZED REPRESENTATIVE of _____, a _____, on behalf of said entity.

Signature of Person Taking Acknowledgment

Tiona Hill

Printed Name

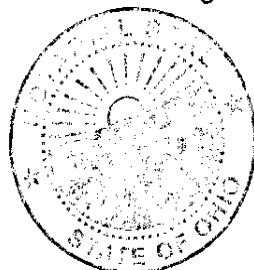
Title or Rank

TIONA HILL

Notary Public, State of Ohio

Serial Number, if any

My Commission Exp. Oct. 31, 2014



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**1-4 FAMILY MODIFICATION AGREEMENT RIDER
ASSIGNMENT OF RENTS**

THIS 1-4 FAMILY MODIFICATION AGREEMENT RIDER ASSIGNMENT OF RENTS ("1-4 Family Rider") effective **SEPTEMBER 1, 2010**, is incorporated into that certain Loan Modification Agreement (the "Modification") of the same date made by **ARMANDO DURAN AND ANA MARIA DURAN, HIS WIFE, AS JOINT TENANTS**

(the "Borrower") and is incorporated into and amends and supplements the Security Instrument executed by the Borrower to secure the Note. The Security Instrument covers the Property described in the Security Instrument and located at
**1239 S 49TH AVE
 CICERO, ILLINOIS 60804**

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and the Lender covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification unless the lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

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C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not permit any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5 of the Security Instrument.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 of the Security Instrument is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 of the Security Instrument concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 of the Security Instrument shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, all in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument, and (ii) Lender has given notice to tenant(s) that the Rents are to be paid to Lender or Lender's agent. This Assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including but not limited to attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sum secured by this Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account only for those rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing of inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control and managing the Property and of collecting the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Property pursuant to Uniform Covenant 7 of the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This Assignment of Rents of the Property shall terminate when all sums secured by this Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

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J. PRIOR ASSIGNMENT OF RENTS. This 1-4 Family Rider supercedes the provisions of any previous 1-4 Family Rider Assignment of Rents (a "Previous Assignment") executed by Borrower pertaining to the Property. If a Previous Assignment has been executed by the Borrower, then the assignment and lien granted in the Assignment of Rents contained in paragraph H of this 1-4 Family Rider shall relate back in time to the date and priority of any such Previous Assignment.

K. CAPITALIZED TERMS. Capitalized terms used in this 1-4 Family Rider shall have the meanings ascribed to them in the Modification except as otherwise specifically set forth in this 1-4 Family Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

Armando Duran 9-09-10 (Seal)
ARMANDO DURAN -Borrower

Ana Maria Duran 9-09-10 (Seal)
ANA MARIA DURAN -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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(Seal)
-Borrower

(Seal)
-Borrower



(Corporate Seal)
-Lender
Name: **JAMES PICA**
Its **AUTHORIZED REPRESENTATIVE**

Property of Cook County Clerk's Office

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Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between
PNC MORTGAGE, A DIVISION OF PNC BANK, NA (the "Lender") and
ARMANDO DURAN AND ANA MARIA DURAN, HIS WIFE, AS JOINT TENANTS

(the "Borrower")

dated **SEPTEMBER 1, 2010** (the "Loan Modification Agreement").

Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Signed this _____ day of _____, 20 ____

Lender

Borrower


By: AUTHORIZED REPRESENTATIVE
Name: JAMES PESCA


ARMANDO DURAN


ANA MARIA DURAN

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EXHIBIT A

BORROWER(S): ARMANDO DURAN AND ANA MARIA DURAN

LOAN NUMBER: 0005794867

LEGAL DESCRIPTION:

LOT 24 AND THE NORTH 1/2 IN BLOCK 25 OF GRANT LOCOMOTIVE WORKS
ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 21, TOWNSHIP 39
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO PLAT THEREOF RECORDED IN RECORDERS OFFICE MAY 29,
1891, IN BOOK 49 OF PLATS, PAGES 13 TO 16 INCLUSIVE, IN COOK
COUNTY, ILLINOIS

ALSO KNOWN AS: 1239 S 49TH AVE, CICERO, ILLINOIS 60804