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Doc#: 1117315004 Fee: \$46.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 06/22/2011 09:07 AM Pg: 1 of 6

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

When Recorded Mail To: FIRST AMERICAN TITLE P.O. BOX 27670 SANTA ANA, CA 92799-7670 ATTN: LMTS 6596042

[Space Above This Line For Recording Data]	
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Original Recorded Date: JUNE 7, 2006

Loan No. 0006258057

Original Principal Amount: \$ 34,600.00

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Increst Rate)

This Loan Modification Agreement ("Agreement"), made this 15TH day of APRIL, 2011 between MARIA GARCIA, A/K/A/ MARIA DEJESUS, AN UNMARRIED PERSON

("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 Instantent"), and Timely Payment Rewards Rider, if any, dated MAY 23, 2006 and recorded in

Book or Liber n/a, at page(s) n/a, Instrument No. 061504054 of the Official Records of COOK COUNTY, ILLINOIS

ILLINOIS , and (2)

(Name of Records)

(County and State, or other Jurisdiction)

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

1228 S MAPLE, BERWYN, ILLINOIS 60402

(Property Address)

LOAN MODIFICATION AGREEMENT- Single Family - Fannie Mae Uniform Instrument

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the real property described being set forth as follows:

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

In connectration 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 APRIL 26, 2011 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Salance") is U.S. \$ 34,671.52 , consisting of the unpaid amount(s) loaned to Borrower by Leader 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 at the yearly rate of 4.875 %, from MAY 1, 2011 ... rorrower promises to make monthly payments of principal and interest of U.S. \$ 183.49 , beginning on the 1ST day of JUNE, 2011 , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.875 % will remain in effect until principal and interest are paid in full. If on MAY 1, 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 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:

LOAN MODIFICATION AGREEMENT- Single Family - Fannie Mae Uniform Instrument

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- (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
- 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 und erstands and agrees that:
 - (a) All the rights Pad 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 lefault in the making of the modified payments hereunder.
 - (b) All covenants, agreements, oripulations, and conditions in the Note and Security Instrument shall be and remain in fell force and effect, except as herein modified, and none of the Borrower's obligations or likibilities 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 or, 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.
 - (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 rate, 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 at d assigns of the Borrower.

LOAN MODIFICATION AGREEMENT- Single Family - Fannie Mae Uniform Instrument

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Mrs Sutan	(Seal)
Lance of the contract of the c	- Lender
Name: /Jean Sexton	- Lender
Its: Anthorized Agent	
ma ' show a	(Seal)
Glew Jane	- Borrower
MARIA GARCIA	
0/,	(Seal)
	- Borrower
	- Bollower
	(Seal)
~/ / /	- Borrower
5	
<u>O</u> ,	(Seal)
	- Borrower

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

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		0006258057		
	[Space Below This Line for A	Acknowledgments]		
•	BORROWER ACKNOWLEDGMENT			
,	State of ILLINOIS County ofCook This instrument was acknowledged before me on	5.6-2011	(date) by	
	MARI'. GARCIA			
	Maria Michian	_(Signature of Notary Public)		
	(Seal) MARIA PIETRUSIEWICZ NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXP. AUG. 14, 2012 LENDEP ACKNOW	LEDGMENT		
	State of OHIO			
	County of MONTGOMERY This instrument was acknowledged before me on	5/26/2011	_(date) by	
	Jean Sexton	as Authorized Agent		
	of fre mortgage			
	may follow	(Signature of Notary Public)	·	
	(Seal) DIANA M SANDER Notary Public, State of My Commission Exp June 03, 2012	Ohio	0	

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

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LEGAL DESCRIPTION Exhibit "A" PNC# 0006258057

TAX ID# 16-19-100-030

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT:LOT 18 IN BLOCK 16 IN SECOND ADDITION TO WALTER G. MCINTOSH'S METROPOLITAN ELEVATED SUBDIVISION, BEING A RESUBDIVISION OF BLOCKS 16, 17, 48, 50, 51 AND 52 IN SUBDIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THIRD PRINCIPAL MERIDIAN, (EXCEPT THE TO ONISH.

PHEREOF)

CONTINUE

CONTI SOUTH 300 ACRES THEREOF) IN COOK COUNTY, ILLINOIS.

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