



Doc#: 1213010060 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/09/2012 12:38 PM Pg: 1 of 10

When recorded mail to: #:7215238

First American Title

Loss Mitigation Title Services 1454.1

P.O. Box 27670

Santa Ana, CA 92799

RE: GARCIA - MOD REC SVC

LOAN # 0006238037

PNC Mortgage, a Division of PNC Bank, National Association

Loss Mit QC Closing

Locator: B6-YM09-02-2

3232 Newmark Drive, Miamisburg, OH 45342

Toll-Free: (866) 622-2657

Tax ID: 16-19-100-030-0000

THIS DOCUMENT WAS

PREPARED BY:

JOEL ZEHRING

PNC MORTGAGE

3232 NEWMARK DRIVE

MIAMISBURG, OHIO 45342

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HOME AFFORDABLE HOME EQUITY LOAN MODIFICATION AGREEMENT

(With Balloon Payment)

THIS MODIFICATION AGREEMENT PROVIDES FOR PAYMENT IN FULL OF THE UNPAID BALANCE OF THE NOTE AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OWED UNDER THE MODIFICATION AGREEMENT, UNPAID INTEREST AND OTHER SUMS THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT MATURITY. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS MODIFICATION AGREEMENT WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

This Home Affordable Home Equity Loan Modification Agreement (this "2MP Modification Agreement") is made as of 1/20/2012, between MARIA GARCIA, A/K/A MARIA DEJESUS GARCIA, AN UNMARRIED PERSON (individually and collectively, the "Borrower") and PNC Mortgage, a Division of PNC Bank, National Association, National Association*, for itself, its successors and/or assigns, (the "Lender").

If Borrower's representations, acknowledgments, agreements and preconditions to modification in Section 1 continue to be true in all material respects, then this 2MP Modification Agreement will, as provided in such Section 1, amend and supplement (1) the installment note dated 5/23/2006, as it may previously have been amended, (the "Note" and (2) the Mortgage, Deed of Trust or Security Deed, (the "Security Instrument"), bearing the same date as and securing, the Note and recorded in Book/Page or Instrument Number 0615804054, in the Cook County Records of IL which covers the certain property described in the Security Instrument and defined therein as the "Property", commonly known as 1228 S MAPLE BERWYN, IL 60402, the real property described being set forth as follows:

SEE ATTACHED EXHIBIT "A"

*If another lender is identified in the Loan Documents, PNC Mortgage, a Division of PNC Bank, National Association, National Association is the successor by merger to such lender.

S
P
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SCY
EY
INTA

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The Note and Security Instrument together, as they may previously have been amended, are referred to as the "Loan Documents." The Borrower and Lender are sometimes collectively referred to together as the "Parties" and each as a "Party." Capitalized terms used in this 2MP Modification Agreement and not defined herein have the meaning given to them in the Loan Documents.

Borrower understands that after Borrower signs and returns two copies of this 2MP Modification Agreement to the Lender, the Lender will send Borrower a signed copy of this 2MP Modification Agreement. **This 2MP Modification Agreement will not take effect to modify the Loan Documents unless the preconditions set forth in Section 1 have been satisfied.**

Please Note: Items preceded by "" are not applicable unless marked "" or the equivalent.

In consideration of the mutual promises and agreements exchanged, and intending to be legally bound, the Parties hereto agree as follows:

1. **Borrower's Representations, Acknowledgments and Agreements and the Preconditions to Modification.** Borrower understands, acknowledges and agrees that:
 - a. Under penalty of perjury, (i) all documents and information provided by Borrower to Lender are true and correct, (ii) Borrower lives in the Property and (iii) the Property is Borrower's principal residence.
 - b. Borrower will sign and return this 2MP Modification Agreement as required by the Lender on or before 3/1/2012.
 - c. If, prior to the Modification Effective Date (as defined in Section 2), (i) the Lender determines that Borrower's representations in Section 1(a) are no longer true and correct, (ii) if required, Borrower has not made all trial period payments required under any 2MP Trial Period Plan, (iii) the modification of Borrower's loan secured by a first lien mortgage, deed of trust or security deed on the Property (the "First Mortgage Loan") under the Home Affordable Modification Program ("HAMP") is not in good standing, or (iv) Borrower has not signed and returned this 2MP Modification Agreement as required in Section 1(b), the Loan Documents will not be modified, this 2MP Modification Agreement will not take effect and the Lender will have all of its rights and remedies as provided by the Loan Documents.
 - d. The Loan Documents will not be modified unless and until (i) Borrower receives a copy of the 2MP Modification Agreement signed by the Lender, (ii) the Lender has received any title endorsement(s), title insurance product(s) subordination agreement(s) and/or mortgage insurer approval(s) that the Lender deems necessary to ensure that the Security Instrument, as modified, retains the same lien position that it was in prior to the 2MP Modification Effective Date (as defined in Section 2) and is fully enforceable and that any mortgage insurance policy is fully enforceable, and (iii) the 2MP Modification Effective Date has passed. The Lender is not required to make any modification of the Loan Documents if the Borrower fails to meet any one of the requirements under this 2MP Modification Agreement.
 - e. If the Note includes a late charge or other charges, on the 2MP Modification Effective Date set forth in Section 2, the Lender will waive all late charges and other charges (but not unpaid interest and any costs and expenses paid to third parties as described in Section 1(f) below) that remain unpaid under the Note. If the Loan Documents are not modified, Lender will not waive these amounts. Lender reserves the right to charge late charges, Return Check Fees or returned instrument charges after the 2MP Modification Effective Date, if applicable, under the terms provided in the Note.
 - f. If the Lender has paid costs and expenses to third parties for flood insurance premiums on the Property and/or court costs and attorneys' fees to enforce Lender's rights under the Loan Documents, the total amount of these costs and expenses is included in the New Principal Balance set forth in Section 2(b).

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- g. If Borrower purchased credit insurance or the Installment Loan Credit Protection Plan (Debt Cancellation) under the Note, such credit insurance or Debt Cancellation plan will be cancelled as of the 2MP Modification Effective Date set forth in Section 2.
- h. The Lender has forgiven a portion of the principal due and owing under the Note, in the amount of 0. The forgiven amount will be reported to the Internal Revenue Service and may have tax consequences. Borrower should seek guidance from a tax professional.

2. **The 2MP Modification.** If Borrower's representations in Section 1 continue to be true in all material respects and all preconditions to modification set forth in Section 1 have been met, the Loan Documents will automatically become modified on 3/1/2012 (the "2MP Modification Effective Date"). The first modified monthly payment will be due on 3/1/2012 and continuing on the payment date determined under the Note until the Maturity Date. Borrower understands and agrees that:

- a. The date on which all amounts owing under this 2MP Modification Agreement are due is called the "Maturity Date." The Maturity Date is 2/1/2037, which is either the same date as the maturity date of the modified First Mortgage Loan under HAMP or has been extended beyond the maturity date of the First Mortgage under HAMP.
- b. Borrower's new principal balance under this 2MP Modification Agreement is \$34807.97 (the "New Principal Balance"). The New Principal Balance includes any amounts that will be past due as of the 2MP Modification Effective Date, and consists of: (i) the sum of (A) the unpaid principal balance of the sums loaned to Borrower, plus (B) any unpaid interest, plus (C) any costs and expenses paid to third parties as described in Section 1(f). **Borrower understands and agrees that by agreeing to include any costs and expenses paid to third parties in the New Principal Balance, such amount will accrue interest based on the interest rates in effect under this 2MP Modification Agreement. \$2022.45 of the New Principal Balance, consisting of a portion of the unpaid principal balance and the accrued unpaid interest, shall be deferred (the "Deferred Principal Balance"), and shall be payable as provided in the last sentence in this section. The Deferred Principal Balance is commonly called a "balloon payment."** Borrower will not pay interest on the Deferred Principal Balance (unless, as a result of Borrower default, the entire New Principal Balance is due) or make monthly payments on the Deferred Principal Balance. Borrower must pay the Deferred Principal Balance ("balloon payment") by the earliest of: (i) the date Borrower sells or transfers all interest in the Property; (ii) the date the Borrower pays or is required to pay the entire Interest Bearing Principal Balance (as defined below), or (iii) the Maturity Date.
- c. The New Principal Balance less the Deferred Principal Balance is referred to as the "Interest Bearing Principal Balance", and this amount is \$32785.52.
- d. Interest at the rate of 1% will begin to accrue on the Interest Bearing Principal Balance as of 3/1/2012 for the first five years. The monthly payment of principal and interest on the Interest Bearing Principal Balance for the first five years will be \$123.56 and the first new monthly payment will be due on the date set forth in the second sentence of this Section 2.
- e. During the sixth year and continuing thereafter until the Maturity Date, interest at the rate of 3% will accrue on the Interest Bearing Principal Balance as of 2/1/2017. The estimated monthly payment of principal and interest on the Interest Bearing Principal Balance for the sixth year and thereafter until the Maturity Date will be approximately \$149.00 and the first new monthly payment will be due on 3/1/2017.
- f. On the Maturity Date, the final payment under this 2MP Modification Agreement will be an amount equal to (i) the unpaid balance of the New Principal Balance, plus (ii) all accrued and unpaid interest on the Interest Bearing Principal Balance, plus (iii) any other amounts owed under the Loan Documents.

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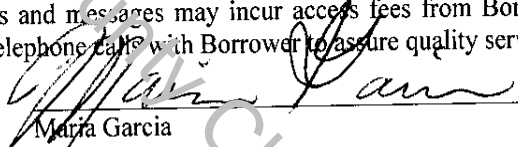
- g. **The interest rates applicable to the Interest Bearing Principal Balance as set forth in this Section 2 may be higher than the interest rate that would have applied under the Note.** If Section 1 includes any principal forgiveness, the interest rate in Section 2(d) may be higher than the interest rate for the First Mortgage Loan during the same period under HAMP. Otherwise, the interest rates in Section 2(d) and Section 2(e) are no higher (and may be lower) than the interest rate for the First Mortgage Loan during the same period under HAMP.
- h. Interest paid pursuant to this 2MP Modification Agreement will be computed on a simple interest basis based upon a 365-day year (or a 366-day year in a leap year), but calculated on actual days. Borrower's actual payments could affect the amount Borrower will pay under this 2MP Modification Agreement. Monthly payments will be applied first to all unpaid interest, then to any unpaid late charges, Return Check Fees and returned instrument charges (if applicable under the Note) and then to the Interest Bearing Principal Balance. If Borrower makes a partial prepayment of principal, the Lender will apply that partial prepayment to any unpaid late charges, Return Check Fees and returned instrument charges (if applicable under the Note) and then to the Interest Bearing Principal Balance. To the extent that the principal prepayment is equal to or exceeds the Interest Bearing Principal Balance, the prepayment will be applied to the Deferred Principal Balance. Prepayments will not change the due dates or amounts of monthly payments.
- i. As of the 2MP Modification Effective Date, any provision in the Loan Documents providing for the assessment of a fee or penalty for full or partial prepayment of the Note is null and void.
- j. If Borrower elected the Automatic Payment Plan under the Note or authorized automatic payment of the Note from a deposit account ("Automatic Payment Program"), the Borrower may be required to sign a new authorization to continue the Automatic Payment Program once the monthly payment changes under Section 2(d) and Section 2(e). If the Automatic Payment Program is cancelled, that cancellation will not affect the interest rate required to be paid under this 2MP Modification Agreement.
- k. Borrower will be in default if Borrower does not comply with the terms of the Loan Documents, as modified by this 2MP Modification Agreement.
- l. In the event of a default under the Loan Documents, as modified by this 2MP Modification Agreement, interest will accrue on the unpaid amount of the New Principal Balance, including after the entire balance is declared to be due in full, at the rate set forth in Section 2(d) or Section 2(e) as applicable when the default occurred.
- m. If Borrower purchased credit insurance or the Installment Loan Credit Protection Plan (Debt Cancellation) under the Note, such credit insurance or Debt Cancellation plan is cancelled.
- n. The terms in Section 2 will supersede any provisions to the contrary in the Loan Documents.
3. **Additional Agreements.** Borrower understands and agrees to the following:
- a. All persons who signed the Loan Documents, or their authorized representative(s) have signed this 2MP Modification Agreement, unless: (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the Property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the Property need not sign this 2MP Modification Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing. Any Borrower who signs this 2MP Modification Agreement but did not sign the Note is not personally obligated to pay the sums secured by the Security Instrument as modified by this 2MP Modification Agreement.
- b. This 2MP Modification Agreement supersedes the terms of any modification, forbearance, trial period plan or workout plan that the Borrower has previously entered into with the Lender.

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- c. Except as expressly modified by this 2MP Modification Agreement, Borrower will comply with and is bound by all covenants, agreements, and requirements of the Loan Documents.
- d. The Loan Documents as modified by this 2MP Modification Agreement are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed and remain in full force and effect. Lender's rights under the Note include, but are not limited to, the right to charge late charges, Return Check Fees or returned instrument charges if and to the extent provided under the Note.
- e. Nothing in this 2MP Modification Agreement will be understood or construed as a satisfaction or release, in whole or in part, of the obligations in the Loan Documents, or to satisfy or release the Security Instrument, in whole or in part.
- f. As of the 2MP Modification Effective Date, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, Lender shall not exercise this option if applicable law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give Borrower notice that all sums secured by the Security Instrument are due in full. 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 such amount. If Borrower fails to pay the amount owed prior to the expiration of this period, Lender may exercise any remedies permitted by the Security Instrument.
- g. As of the 2MP Modification Effective Date, Borrower understands that Lender will only allow the transfer and assumption of the Loan Documents, including this 2MP Modification Agreement, to a transferee of the Property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan Documents including this 2MP Modification Agreement. Except as noted in this Section 3(g), this 2MP Modification Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- h. Borrower will cooperate fully with Lender in obtaining any title endorsement(s), title insurance product(s) and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the Security Instrument, as modified, retains the same lien position that is in effect prior to the 2MP Modification Effective Date and/or is fully enforceable upon modification.
- i. The Borrower will execute and deliver such other documents as may be reasonably necessary to either: (i) put into effect the terms and conditions of this 2MP Modification Agreement or (ii) correct the terms and conditions of this 2MP Modification Agreement if an error is detected after the 2MP Modification Effective Date. Borrower understands that a corrected 2MP Modification Agreement or letter agreement containing the correction will be provided to Borrower for Borrower's signature. At Lender's option, this 2MP Modification Agreement will be void and of no legal effect upon notice of such error. If Borrower elects not to sign any such corrected 2MP Modification Agreement or letter agreement, the terms of the original Loan Documents shall continue in full force and effect and such terms will not be modified by this 2MP Modification Agreement.
- j. Borrower is solely responsible for the payment of any federal, state and/or local taxes with respect to the Deferred Principal Balance in Section 2(b) or any principal forgiveness if provided in Section 1(h). Borrower understands, agrees and acknowledges that Lender has not made any representations to the Borrower concerning the taxability and/or non-taxable status of the Deferred Principal Balance, including the interest forbearance as provided in Section 2(b) or any principal forgiveness provided in Section 1(h) above.

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- k. Lender will collect and record personal information, including, but not limited to, Borrower's name, address, telephone number, social security number, credit score, income, payment history and information about account balances and activity. In addition, Borrower understands and consents to the disclosure of Borrower's personal information, including the terms of this 2MP Modification Agreement, to (i) the United States Treasury Department ("Treasury"), for purposes related to HAMP and the federal second lien modification program ("2MP"), (ii) any investor, insurer, or guarantor that owns, insures or guarantees the Security Instrument, (iii) the servicer of the First Mortgage Loan, (iv) Fannie Mae and Freddie Mac as necessary for either to perform its respective obligations as financial agents of Treasury in connection with HAMP or 2MP, and (v) companies that perform support services for HAMP or 2MP, including marketing HAMP or 2MP, conducting surveys or providing marketing research or other borrower outreach, data processing, and technical systems consulting.
- l. If any document related to the Loan Documents and/or this 2MP Modification Agreement is lost, misplaced, misstated, inaccurately reflects the true terms and conditions of the loan as modified, or is otherwise missing, Borrower will comply with the Lender's request to acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary (all such documents are the "Documents"). Borrower agrees to deliver the Documents within ten (10) days after Borrower receives the Lender's written request for such replacement.
- m. **If Borrower consents to receiving calls as described in this section, please sign below:** Borrower consents to receiving calls, including calls using an automatic telephone dialing system or an artificial or prerecorded voice, and text messages from Lender or any of its affiliates, agents or third party representatives at any and all of Borrower's telephone numbers, including, but not limited to, Borrower's wireless (mobile/cellular) number or any cell phone number Borrower may provide to Lender, for any purpose related to the Borrower's Account, including servicing purposes and debt collection purposes, with respect to this 2MP Modification Agreement, the Loan Documents, the Account related to the Loan Documents and any other account at Lender or any of its affiliates. These calls and messages may incur access fees from Borrower's cellular provider. Lender may monitor telephone calls with Borrower to assure quality service.



 Maria Garcia

[SIGNATURE PAGES TO FOLLOW]

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In Witness Whereof, the Borrower(s) have executed this Modification Agreement.

Maria Garcia (Seal)
Maria Garcia

2-10-12
Date

Borrower (Seal)

Date

[Space Below This Line For Acknowledgments]

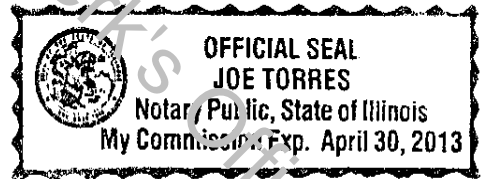
STATE OF Illinois) SS
COUNTY OF Cook)

On 02/10/2012, before me, Joe Torres personally appeared Maria Garcia, personally known to me (or proved to me on the basis of satisfactory evidence) to 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 his/her/their signature(s) on the instrument to the person(s) or the entity upon behalf of which the person(s) acted executed the instruments.

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

WITNESS my hand and official seal.

Signature [Signature]
Printed Name: Joe Torres
My Commission Expires: 04/30/13



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In Witness Whereof, the Lender has executed this Modification Agreement.

PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION:

By: [Signature]
[Amber Johnston

Its: Authorized Representative

_____ [Space Below This Line For Acknowledgments] _____

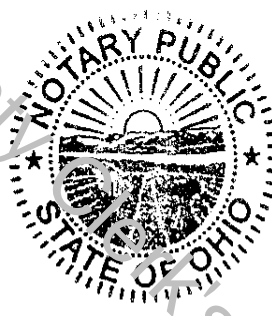
STATE OF OHIO) ss:

COUNTY OF CUYAHOGA, Montgomery)

On this, the 5th day of April, 2012 before me, a Notary Public, the undersigned officer, personally appeared Amber Johnston, who acknowledged himself/herself to be an authorized signer of PNC Mortgage, a Division of PNC Bank, National Association, N.A. and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said bank as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public: Catrina J. Bowman
Printed Name: Catrina J. Bowman
My Commission Expires: 4/3/13
County of Residence: Montgomery



CATRINA J. BOWMAN Notary Public
In and for the State of Ohio
My Commission Expires April 3, 2013

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Exhibit A

Tax ID: 16-19-100-030-0000

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 SOUTH 300 ACRES THEREOF) IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

UNOFFICIAL COPY**HELP FOR AMERICA'S HOMEOWNERS.**


MAKING HOME AFFORDABLE
Dodd-Frank Certification

Loan #0006258057

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). **You are required to furnish this information.** The law provides that no person shall be eligible to receive assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 *et seq.*), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud or forgery, (B) money laundering or (C) tax evasion.

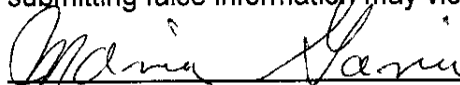
Borrower

- I have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:
- (a) felony larceny, theft, fraud or forgery,
 - (b) money laundering or
 - (c) tax evasion


Co-Borrower

- I have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:
- (a) felony larceny, theft, fraud or forgery,
 - (b) money laundering or
 - (c) tax evasion

In making this certification, I/we certify under penalty of perjury that all of the information in this document is truthful and that I/we understand that the Servicer, the U.S. Department of the Treasury, or their agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I/we have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate Federal law.



 Maria Garcia



 Date