



Doc#: 1216019076 Fee: \$50.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/08/2012 01:53 PM Pg: 1 of 7

This Document Prepared By:  
**CLAUDIA BUCIO**  
PNC MORTGAGE, A DIVISION OF PNC BANK,  
NATIONAL ASSOCIATION  
3232 NEWMARK DR  
MIAMISBURG, OH 45342  
(888) 224-4702

When recorded mail to: #:6936703  
First American Title  
Loss Mitigation Title Services 1454.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: GIERA - PROPERTY REPORT

Tax/Parcel No. 19294040240000

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Original Principal Amount: \$165,432.00

FHA/VA Case No.: 137-2441655 703

Unpaid Principal Amount: \$167,282.72

Loan No: 0002378986

New Principal Amount \$177,382.01

New Money (Cap): \$10,099.29

**LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement ("Agreement"), made this 5TH day of APRIL, 2012, between **MICHAEL GIERA AND, DARLENE J GIERA** ("Borrower"), whose address is **7706 MENARD AVE, BURBANK, ILLINOIS 60459** and **PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION** ("Lender"), whose address is **3232 NEWMARK DR, MIAMISBURG, OH 45342** amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated **JUNE 9, 2003** and recorded on **JUNE 26, 2003** in **INSTRUMENT NO. 0317733088, COOK COUNTY, ILLINOIS**, and (2) the Note, in the original principal amount of U.S. **\$165,432.00**, 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 **7706 MENARD AVE, BURBANK, ILLINOIS 60459**

the real property described is located in **COOK COUNTY, ILLINOIS** and being set forth as follows:

S   y    
P   y    
S   y    
M   y    
SC   y    
E   y    
INT   y

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**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

**SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE**

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, **JUNE 1, 2012** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$177,382.01**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$10,099.29** 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 **4.2500%**, from **JUNE 1, 2012**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$872.61**, beginning on the **1ST** day of **JULY, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JUNE 1, 2042** (the "Maturity Date"), the 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 a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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

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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.

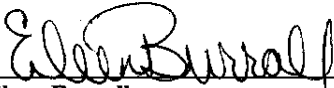
7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

Property of Cook County Clerk's Office

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In Witness Whereof, the Lender have executed this Agreement.

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

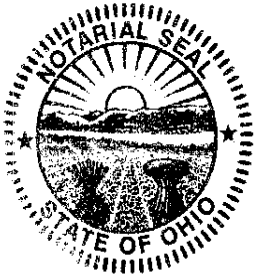
  
 By Eileen Burrall (print name) 5/8/12 Date  
 Mortgage Officer (title)

\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

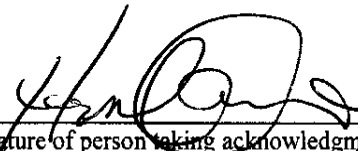
**LENDER ACKNOWLEDGMENT**

State of OH  
 County of Montgomery

The foregoing instrument was acknowledged before me this 5/8/12  
 (date) by **EILEEN BURRALL**, the **MORTGAGE OFFICER** of **PNC MORTGAGE, A DIVISION OF**  
**PNC BANK, NATIONAL ASSOCIATION**, a \_\_\_\_\_  
 corporation, on behalf of the corporation



HOPE HOLMES  
 NOTARY PUBLIC  
 IN AND FOR THE STATE OF OHIO  
 MY COMMISSION EXPIRES SEPT. 30, 2015

  
 \_\_\_\_\_ (Signature of person taking acknowledgment)  
 Notary Public  
 \_\_\_\_\_ (Title of rank)

\_\_\_\_\_  
(Serial Number, if any)

**This instrument was prepared by:**  
**PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION**  
**3232 NEWMARK DR**  
**MIAMISBURG, OH 45342**

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In Witness Whereof, I have executed this Agreement.

Michael Giera (Seal)  
Borrower  
**MICHAEL GIERA**  
5-3-12  
Date

Darlene J Giera (Seal)  
Borrower  
**DARLENE J GIERA**  
5-3-12  
Date

\_\_\_\_\_  
(Seal)  
Borrower  
\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
Borrower  
\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
Borrower  
\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
Borrower  
\_\_\_\_\_  
Date

\_\_\_\_\_  
[Space Below This Line for Acknowledgments]

**BORROWER ACKNOWLEDGMENT**  
State of **ILLINOIS**

County of Cook

This instrument was acknowledged before me on May 3rd, 2012 (date) by

**MICHAEL GIERA, DARLENE J GIERA** (name/s of person/s).

Zofia Wegrzyniak (Signature of Notary Public)  
(Seal)



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## EXHIBIT A

**BORROWER(S): MICHAEL GIERA AND, DARLENE J GIERA**

**LOAN NUMBER: 0002378986**

**LEGAL DESCRIPTION:**

SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT: LOT 4 IN BLOCK 18 IN FREDERICK H. BARTLETT'S GREATER 79TH STREET SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHWEST OF THE SOUTHEAST AND THE SOUTHEAST OF THE SOUTHEAST OF SECTION 29, ALSO THE SOUTHWEST OF THE SOUTHWEST OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**ALSO KNOWN AS: 7706 MENARD AVE, BURBANK, ILLINOIS 60459**

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## EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by **MICHAEL GIERA AND, DARLENE J GIERA** to for \$165,432.00 and interest, dated **JUNE 9, 2003** and recorded on **JUNE 26, 2003** in Book/Liber Page , Instrument No. **0317733088**.  
Mortgage tax paid:

This mortgage was assigned from **ENTERPRISE MORTGAGE CORPORATION** (assignor), to **NATIONAL CITY MORTGAGE COMPANY** (assignee), by assignment of mortgage dated and recorded on **JUNE 26, 2003** in Book/Liber Page , Instrument No. **0317733089**.