

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

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

Tax/Parcel No. 13113240060000

[Space Above This Line for Recording Data]

Original Principal Amount: \$350,000.00

Fannie Mae Loan No.: 4004777270

Unpaid Principal Amount: \$328,926.26

Loan No: 0004379544

New Principal Amount \$401,058.67

New Money (Cap): \$72,132.41

46676954

LOAN MODIFICATION AGREEMENT (MORTGAGE)

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 1ST day of FEBRUARY, 2013, between PEDRO SERRATO AND, ELVIA MARTINEZ HUSBAND AND WIFE ("Borrower") whose address is 4839 N AVERS AVE, CHICAGO, ILLINOIS 60625 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"), and Timely Payment Rewards Rider, if any, dated DECEMBER 1, 2005 and recorded on DECEMBER 8, 2005 in INSTRUMENT NO. 0534235046, 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

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4839 N AVERS AVE, CHICAGO, ILLINOIS 60625
(Property Address)

the real property described being set forth as follows:

SEE ATTACHED LEGAL

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

NOTICE TO CONSUMER: 1. Do not sign this agreement before you read it. 2. You are entitled to a copy of this agreement. 3. You may prepay the unpaid balance at any time without penalty.

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 **FEBRUARY 1, 2013**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$401,058.67**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$120,317.60** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The new Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$280,741.07**. Interest will be charged on the Interest Bearing Principal Balance at a yearly rate of **4.2500%** from **FEBRUARY 1, 2013**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,217.35** beginning on the 1ST day of **MARCH 2013**. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full. If 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. The new Maturity Date will be **FEBRUARY 1, 2053**.
3. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date I sell or transfer an interest in the Property; (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
4. If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.
5. 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

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expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

6. 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, 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
 - (b) 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.
7. Borrower understands and agrees that:
- (a) All the rights and 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 default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities 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 on, 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 may 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, and assigns of the Borrower.

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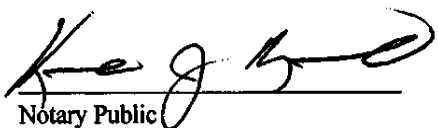
In Witness Whereof, the Lender have executed this Agreement.

PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION


 By Eileen Burrall (print name) 2/5/13 Date
 Mortgage Officer (title)
 [Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

State of Ohio
 County of Montgomery
 The foregoing instrument was acknowledged before me this February 5, 2013
 (date) by **EILEEN BURRALL**, the **MORTGAGE OFFICER** of **PNC MORTGAGE, A DIVISION OF**
PNC BANK, NATIONAL ASSOCIATION, a _____,
 corporation, on behalf of the corporation


 Notary Public

KEITH J. BENNETT
NOTARY PUBLIC • STATE OF OHIO
 Printed Name: _____
 My commission expires: Recorded in Montgomery County
My commission expires Sept. 30, 2015



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.

Pedro Serrato (Seal)
Borrower
PEDRO SERRATO
01-16-2013
Date

Elvia Martinez (Seal)
Borrower
ELVIA MARTINEZ
01-16-2013
Date

____ (Seal)
Borrower

____ (Seal)
Borrower

Date

Date

____ (Seal)
Borrower

____ (Seal)
Borrower

Date

Date

____ [Space Below This Line for Acknowledgments] _____

BORROWER ACKNOWLEDGMENT
State of ILLINOIS

County of COOK

This instrument was acknowledged before me on 01-16-2013 (date) by

PEDRO SERRATO, ELVIA MARTINEZ (name/s of person/s).

Luis E Serrano (Signature of Notary Public)

(Seal)



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Borrower Name	Loan Number	Parcel ID
PEDRO SERRATO	4379544	. 13113240060000.

Law Title Insurance Agency Inc.-Naperville
2900 Ogden Ave., Suite 108
Lisle, Illinois 60532
(630)717-7500

Authorized Agent For: Law Title Insurance Corporation
Commitment Number: 258657H

SCHEDULE C - PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

LOT 7 IN BLOCK 2 IN THE RESUBDIVISION OF LOTS 25 TO 48, INCLUSIVE, IN BLOCK 1 AND LOTS 30 TO 47, INCLUSIVE, IN BLOCK 2 IN FIELDS ADDITION TO ALBANY PARK, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THAT PART LYING BETWEEN THE EAST 60 ACRES AND THE WEST 60 ACRES OF THE SOUTHWEST 1/4 OF SECTION 1 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

11010 11 1001 001 0001 001 SERRATO
 46676954

IL

FIRST AMERICAN ELS
 MODIFICATION AGREEMENT

11010 11 1001 001 0001 001 1101 001 0001 001

WHEN RECORDED, RETURN TO:
 FIRST AMERICAN MORTGAGE SERVICES
 100 SUPERIOR AVENUE, SUITE 200
 CLEVELAND, OHIO 44114
 NATIONAL RECORDING

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Property of Cook County Clerk's Office