This Documer. Prepared By: PATRICIA ANCELATOS PNC MORTGAGE A DIVISION OF PNC BANK, NATION AL ASSOCIATION 3232 NEWMARK DR **MIAMISBURG, OH 45342** (888) 224-4702

When recorded mail to: #:7973250 First American Title Loss Mitigation Title Services 11759.1 P.O. Box 27670 Santa Ana, CA 92799 RE: WILLIAMS - PROPERTY REPORT

Tax/Parcel No. 25013050060000

[Space Above This Line for Perording Data]

Original Principal Amount: \$285,000.00 Unpaid Principal Amount: \$266,685.22 New Principal Amount \$272,735.08 New Money (Cap): \$6,049.86

Freddie Mac Loan No.:487475798 MERS Min: 100120001000345000 MER. Phope #: (888) 679-6377

0005386007

### LOAN MODIFICATION AGREEMENT (MORTGAGE) (To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO OFICINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONL 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 JUNE, 2013, between PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION whose address is 3232 NEWMARK DR, MIAMISBURG, OH 45342 ("Lender") AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") ("Mortgagee") (solely as nominee for Lender and Lender's successors and assigns), with a mailing address of P.O. Box 2026, Flint, Michigan 48501-2026, and a street address of 1901 E Voorhees Street, Suite C, Danville, IL 61834, Tel. (888) 679-MERS, and RORY WILLIAMS AN UNMARRIED MAN whose address is 9123 S CONSTANCE AVENUE.

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) - Single Family - Freddie Mac UNIFORM INSTRUMENT Form 5161 04182013 57 First American Mortgage Services

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CHICAGO, ILLINOIS 60617 ("Borrower"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated OCTOBER 26, 2006, in the original principal sum of U.S. \$285,000.00 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 on NOVEMBER 20, 2006 in INSTRUMENT NO./CRFN 0632242180, of the OFFICIAL Records of COOK COUNTY, ILLINOIS. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

### 9123 S CONSTANCE AVENUE, CHICAGO, ILLINOIS 60617 [Property Address]

the real moverty described being set forth as follows:

#### SEE EXMIPIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

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

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 JUNE 1, 2013, the amount payable under the Note and Security Instrument (the "New Principal Balance") is U.S. \$272,735.08. \$78,610.48 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and I 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 \$194,124.60.
- 2. <u>Interest Rate</u>. Borrower promises to pay the interest Bearing Principal Balance, plus interest, to the order of Lender. Interest will be charged on the interest Bearing Principal Balance at the yearly rate of 4.0000%, beginning JUNE 1, 2013, both before and after any default described in the Note. The yearly rate of 4.0000% will remain in effect until principal and interest is paid in full.
- 3. Monthly Payments and Maturity Date. Borrower prom'scs to make monthly payments of principal and interest of U.S. \$811.32, beginning on the 1ST day of J'JLY 2013, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on JUNE 1, 2053, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pry these amounts in full on the Maturity Date.
- 4. Place of Payment. Borrower must make the monthly payments at 3232 NEWMARK DR, MIAMISBURG, OH 45342 or such other place as Lender may require.
- 5. Partial Payments. Borrower may make a full prepayment or partial prepayments without pwing 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.
- 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 ...

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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 on 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. 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 riote and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, an comply with, all of the terms and provisions thereof, as amended by this Agreement.

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee of record under the Security Instrument and this Agreement. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, or 1501 E Voorhees Street, Suite C, Danville, IL 61834, tel. (888) County Clark's Office 679-MERS.

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In Witness Whereof, the Lender have executed this Agreem	ent.
PNC MORDGAGE, A DIVISION OF PNC BANK, NAT	
	<u>6-29-13</u>
By Amber Johnston (print name)  Mortgage Officer (title)  [Space Below This Line for	Date r Acknowledgments]
LENDL'R ACKNOWLEDGMENT	
700°	
State of W	
County of Mintgomery	6-27-13
The foregoing instrument was acknowledged before me this	is
(date) by AMBER JOHNSTOII, the MORTGAGE OF	FICER of PNC MORTGAGE, A DIVISION OF
PNC BANK, NATIONAL ASSOCIATION, a	
national association, on behalf of the national association	
Notary Public  KEITH J. BENNETT  NOTARY PUBLIC • STATE OF  Recorded in Montgomery Compression expires Sept. 3  My commission expires Sept. 3  PNC MORTGAGE, A DIVISION OF PNC BANK, NAT 3232 NEWMARK DR  MIAMISBURG, OH 45342	F OF 10 ount; 30, 2015

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# **UNOFFICIAL COPY**

Mortgage Electronic Registration Systems, Inc.  Mortgage
Mortgage Electronic Registration Systems, Inc.  Mortgage  Mortgage
Date (2-13-13
[Space Below This Line for Acknowledgments]
State of SHC
County of Montgorner
The foregoing instrument was ackn inledged before me this
of Mortgage Electronics Registrations Systems, Inc., a, corporation, on behalf of the corporation
KADAT
Notary Public  KEITH J. BENNETT
Printed Name: NOTARY PUBLIC • STATE OF OHIO  Recorded in Montgomery County
My commission expires: My commission expires Sept. 30, 2015
PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION

**MIAMISBURG, OH 45342** 

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## **UNOFFICIAL COPY**

In Witness Whereof, I have executed this Agreemen	t.	
(Seal)		(Seal)
Borrower	Borrower	_ `
RORY WILLIAMS 6 - 18 - 13		
Date	Date	<del></del>
(Seal)		(Seal)
Borrover	Borrower	_`
Date	Date	<del>.</del>
(Seal)	Date	(Cool)
Borrower	Borrower	(Seal)
Date	Date	
	ine for Acknowledgments]	
BORROWER ACKNOWLEDGMENT State of ILLINOIS County of		
This instrument was acknowledged before me on	6/10/13	(date) by
RORY WILLIAMS (name/s of person/s).	2	
HOL PM	(Signature of Notary Publ	ic)
(Seal)	'S	
	"OFFICIAL SEAL" HAL L. PROHASKA Notary Public - State of Illinois	

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) - Single Family - Freddie Mac UNIFORM INSTRUMENT Form 5161 04182013\_57

First American Mortgage Services

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#### **EXHIBIT A**

BORROWER(S): RORY WILLIAMS AN UNMARRIED MAN

LOAN NUMBER: 0005386007

**LEGAL DESCRIPTION:** 

THE NORTH 50 FEET OF THE SOUTH 389.46 FEET OF THE WEST 1/2 OF BLOCK 18 (EXCEPT THE EAST S FEET USED FOR ALLEY) IN STONLY ISLAND HEIGHTS, A SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MEDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 9123 S CONSTANCE AVENUE, CHICAGO, ILLINOIS 60617

47361018 WILLIAMS

FIRST AMERICAN ELS MODIFICATION AGREEMENT

0005386007

County Clark's Office

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#### EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by RORY WILLIAMS AN UNMARRIED MAN to PNC BANK, NATIONAL ASSOCIATION for \$285,000.00 and interest, dated OCTOBER 26, 2006 and recorded on NOVEMBER 20, 2006 in INSTRUMENT NO./CRFN 0632242180. Mortgage tax paid:

This mortgage was assigned from PERL MORTGAGE, INC (assignor), to ASTORIA FEDERAL MORT GAGE CORP., A NEW YORK CORPORATION (assignee), by assignment of mortgage dated NOVEMBER 20, 2006 and recorded on NOVEMBER 20, 2006 in INSTRUMENT NO. 0632242181.

This mortgage was assigned from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FGF. LENDER AND IT'S SUCCESSORS (assignor), to PNC BANK, NATIONAL ASSOCIATION (assignee), by assignment of mortgage dated FEBRUARY 6, 2012 and recorded on FEBRUARY 6, 2012 in JINSTRUMENT NO. 1203703016.

