

This Document Prepared By:
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PNC Mortgage, a division of PNC Bank, N.A.
3232 Newmark Dr
Miamisburg, OH 45342
(888) 724-1707

When recorded mail to: #:8305344

First American Title
Loss Mitigation Title Services 11759.1
P.O. Box 27670
Santa Ana, CA 92799
RE: DEMSCO - PROPERTY REPORT

Tax/Parcel No. 23354030090000

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Original Principal Amount: \$473,065.00

Investor Loan No.: 0019314343

Unpaid Principal Amount: \$435,696.94

Loan No: 0005793088

New Principal Amount \$497,851.21

New Money (Cap): \$62,154.27

LOAN MODIFICATION AGREEMENT (MORTGAGE)

(Providing for Step Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 5TH day of JULY, 2013, between DENNIS DEMSCO AND AUDREY L. DEMSCO, HUSBAND AND WIFE ("Borrower") whose address is 8023 ABERDEEN CT, PALOS HEIGHTS, ILLINOIS 60463 and WILMINGTON TRUST, NATIONAL ASSOCIATION AS SUCCESSOR TRUSTEE TO CITIBANK, N.A. AS TRUSTEE FOR BEAR STEARNS ALT-A TRUST 2007-1 ("Lender"), whose address is C/O PNC MORTGAGE, 3232 NEWMARK DRIVE, 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 NOVEMBER 16, 2006 and recorded on NOVEMBER 28, 2006 in INSTRUMENT NO. 0633201124, 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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8023 ABERDEEN CT, PALOS HEIGHTS, ILLINOIS 60463
(Property Address)

the real property described being set forth as follows:

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, **JULY 1, 2013**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$497,851.21**, consisting of the unpaid amount(s) loaned to Borrower by Lender 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 **2.0000%** from **JULY 1, 2013**, and Borrower promises to pay monthly payments of principal and interest in the amount of U.S. **\$2,220.31** beginning on the **1ST** day of **AUGUST, 2013**. The new Maturity Date will be **DECEMBER 1, 2036**. Borrower's payment schedule for the modified loan is as follows:

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Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On	Number of Monthly Payments
1-36	2.0000%	07/01/2013	\$2,220.31	08/01/2013	36
37-48	3.0000%	07/01/2016	\$2,438.33	08/01/2016	12
49-60	4.0000%	07/01/2017	\$2,658.25	08/01/2017	12
61-28	4.5000%	07/01/2018	\$2,767.21	08/01/2018	221

Borrower shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **DECEMBER 1, 2036**, (the "Maturity Date"), Borrower still owes amounts under the Note and 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:

- (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.

5. 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

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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.
6. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.
7. **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**
8. Notwithstanding anything to the contrary contained in this Agreement, Borrower and Lender acknowledge the effect of a discharge in bankruptcy that has been granted to Borrower prior to the execution of this Agreement and that Lender may not pursue Borrower for personal liability. However, Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. The parties agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default thereunder. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.

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In Witness Whereof, the Lender have executed this Agreement.

PNC MORTGAGE, A DIVISION OF PNC BANK, NA AS SERVICER ACTING ON BEHALF OF WILMINGTON TRUST, NATIONAL ASSOCIATION AS SUCCESSOR TRUSTEE TO CITIBANK, N.A. AS TRUSTEE FOR BEAR STEARNS ALT-A TRUST 2007-1

By AMBER JOHNSTON (print name) 7-19-13 Date
Mortgage Officer (title)

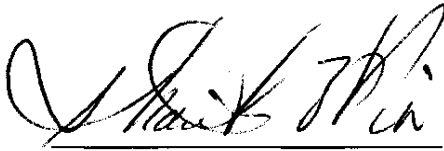
_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

State of OHIO

County of Montgomery

The foregoing instrument was acknowledged before me this 7-19-13
(date) by AMBER JOHNSTON, the MORTGAGE OFFICER of PNC MORTGAGE, A DIVISION OF PNC BANK, NA AS SERVICER ACTING ON BEHALF OF WILMINGTON TRUST, NATIONAL ASSOCIATION AS SUCCESSOR TRUSTEE TO CITIBANK, N.A. AS TRUSTEE FOR BEAR STEARNS ALT-A TRUST 2007-1, a _____, corporation, on behalf of the corporation



Notary Public



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

Printed Name: Sharita Wise
My commission expires: 9-30-2015

**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.

[Signature] (Seal)
Borrower
DENNIS DEMSCO

Audrey L DemSCO (Seal)
Borrower
AUDREY L. DEMSCO

Date

Date

Borrower (Seal)

Borrower (Seal)

Date

Date

Borrower (Seal)

Borrower (Seal)

Date

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of COOK

This instrument was acknowledged before me on July 16, 2013 (date) by

DENNIS DEMSCO, AUDREY L. DEMSCO (name/s of person/s).

[Signature] (Signature of Notary Public)

(Seal)



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EXHIBIT A

BORROWER(S): DENNIS DEMSCO AND AUDREY L. DEMSCO, HUSBAND AND WIFE



LOAN NUMBER: 0005793088

LEGAL DESCRIPTION:

LOT 22 IN GALLAGHER & HENRY'S MISTY MEADOW UNIT 2 BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 16, 1992 AS DOCUMENT NO. 92521211, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 8023 ABERDEEN CT, PALOS HEIGHTS, ILLINOIS 60463

*WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING*

 **DEMSCO**
47494004 **IL**
FIRST AMERICAN ELS
MODIFICATION AGREEMENT


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EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by **DENNIS DEMSCO AND AUDREY L. DEMSCO, HUSBAND AND WIFE** to for \$473,065.00 and interest, dated **NOVEMBER 16, 2006** and recorded on **NOVEMBER 28, 2006** in **INSTRUMENT NO. 0633201124**. Mortgage tax paid:

Loan Modification Agreement made by to dated and recorded on **JANUARY 19, 2010** in **INSTRUMENT NO. 1001908461**. Modified amount is now **\$467,516.40**.

This mortgage was assigned from **PNC BANK, NATIONAL ASSOCIATION SUCCESSOR BY MERGER TO NATIONAL CITY BANK, SUCCESSOR BY MERGER TO MID AMERICA BANK, FSB** (assignor), to **WILMINGTON TRUST, NATIONAL ASSOCIATION AS SUCCESSOR TRUSTEE TO CITIBANK, N.A. AS TRUSTEE FOR BEAR STEARNS ALT-A TRUST 2007-1** (assignee), by assignment of mortgage dated and recorded on **APRIL 15, 2013** in **INSTRUMENT NO. 1310531073**.