This Docur ien: Prepared By: MICHELLE M OSBORNE PNC MORTGA(FE A DIVISION OF PNC BANK, NATION 'L ASSOCIATION **MIAMISBURG, OH 45342** 

When recorded mail to: #:8342872 First American Title Loss Mitigation Title Services 1454.1 P.O. Box 27670 Santa Ana, CA 92799 RE: MULLIN JR - PROPERTY REPORT

Tax/Parcel No. 29142150020000

[Space Above This Line for Recording Data]

Original Principal Amount: \$145,860.00

Unpaid Principal Amount: \$144,526.95

New Principal Amount \$148,772.28

New Money (Cap): \$4,245.33

FHA\VA Case No.: 282860738600 Loan No: 0002805713

### LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 26TH day of JULY, 2013, between WILLIAM A MULLIN JR UNMARRIED ("Borrower"), whose address is 1248 E LING DR, SOUTH HOLLAND, ILLINOIS 60473 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 OCTOBER 10, 2003 and recorded on NOVEMBER 7, 2003 in INSTRUMENT NO. 0331139001, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$145,860.00, 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

1248 E KING DR, SOUTH HOLLAND, ILLINOIS 60473

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

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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, AUGUST 1, 2013 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$148,772.28, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. \$4,245.33 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 4.7500%, from AUGUST 1, 2013. The Borrower promises to make monthly payments of principal and interest of U.S. \$776.07, beginning on the 1ST day of SEPTEMBUR. 2013, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on AUGUST 1, 2043 (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 late the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security his to nent. 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, agreement, 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 proments 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 an elementing, 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.



1326108720 Page: 4 of 7

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In Witness Whereof, the Lender have executed this Agreement. PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION (print name) Mortgage Officer (title) [Space Below This Line for Acknowledgments] LENDER ACKNOWLEDGMENT State of Stun County of Montagnery The foregoing instrument was acknowledged before me this \_\_\_\_\_ 08-16-13 (date) by EILEEN BURRALL, the MORTGAGE OFFICER of PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION, a corporation, on behalf of the corporation KEITH J. BENNETT NOTARY PUBLIC • STATE OF OHIO Recorded in Montgomery County Printed Name: My commission expires Sept. 30, 2015 My commission expires: PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION 3232 NEWMARK DR **MIAMISBURG, OH 45342** 

1326108720 Page: 5 of 7

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In Withess Whereoff I have executed this Agreement.		(feel)
Borrower WILLIAM A MULLIN JR (-2 - 20/3	Borrower	_ (Seal)
Date	Date	
Borrowe (Seal)	Borrower	_ (Seal)
Date	Date	<del></del>
Borrower (Seal)	Borrower	_ (Seal)
Date Space Baic w This Line	Date for Acknowledgments]	
BORROWER ACKNOWLEDGMENT State of ILLINOIS		
County of Cook  This instrument was acknowledged before me on	Quoust 2,	2013 (date) by
WILLIAM A MULLIN JR (name/s of person/s).		(4410) 2,
Luca m. Kom	(Signature of Notary Pub	lic)
OFFICIAL SEAL LISA M. KIMBROUGH TARY RUBLIC, STATE OF ILLINOIS COMMISSION EXPIRES 12.3.2016	S	Occ

1326108720 Page: 6 of 7

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#### **EXHIBIT A**

BORROWER(S): WILLIAM A MULLIN JR UNMARRIED

LOAN NUMBER: 0002805713

LEGAL DESCRIPTION:

LOT 93 II WINONA TERRACE SUBDIVISION, A SUBDIVISION IN SECTION 14, TOWNSHIP 36 NORTH, RANGE 14, LYING NORTH OF THE LITTLE CALUMET RIVER AND SOUTH OF THE RIGHT OF YAY OF THE PITTSBURG, CHICAGO AND ST. LOUIS RAILROAD ACCORDING TO THE PLAT AMERICAN RECORDED NOVEMBER 25, 1957 IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT NO. LR1771538, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 1246 E KING DR, SOUTH HOLLAND, ILLINOIS 60473

Parcel No: 201/2150020000

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FIRST PMERICAN ELS
MODIFICATION AGREEMENT

WHEN RECO'(DED), RETURN TO:
FIRST AMERIC AN TIT. LE INSURANCE CO.
1100 SUPERIOR AVENUE, JUITE 2000
CLEVELAND, OHIO 44:11
NATIONAL RECORDING

1326108720 Page: 7 of 7

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### EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by WILLIAM A MULLIN JR UNMARRIED to for \$145,860.00 and interest, dated OCTOBER 10, 2003 and recorded on NOVEMBER 7, 2003 in INSTRUMENT NO. 0331139001. Mortgage tax paid:

This no tagge was assigned from MBC MORTGAGE CORP (assignor), to NATIONAL CITY MORTGAGE CO (assignee), by assignment of mortgage dated OCTOBER 10, 2003 and recorded on SEPTEM 3LR 8, 2005 in INSTRUMENT NO. R2003292326.