

This Document Prepared By:  
**DENISE K STEWART**  
PNC Mortgage, a division of PNC Bank, N.A.  
3232 Newmark Dr  
Miamisburg, OH 45342

When recorded mail to: #:8818197  
First American Title  
Loss Mitigation Title Services 11759.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: DASAKIS - PROPERTY REPORT

Tax/Parcel No. 06042090300000

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_  
Original Principal Amount: \$420,000.00      Investor Loan No.: 0020910741  
Unpaid Principal Amount: \$477,815.11      Loan No: 0005793836  
New Principal Amount \$505,159.65  
New Money (Cap): \$27,344.54

**LOAN MODIFICATION AGREEMENT (MORTGAGE)**  
**(Providing for Step Interest Rate)**

This Loan Modification Agreement ("Agreement"), made this 1ST day of FEBRUARY, 2014, between **JIM S DASAKIS AND VALERIE V DASAKIS HUSBAND AND WIFE** ("Borrower") whose address is **2515 SHOTKOSKI DRIVE, HOFFMAN ESTATES, ILLINOIS 60192** and **MIDAMERICAN BANK, FSB** ("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 **FEBRUARY 8, 2007** and recorded on **FEBRUARY 16, 2007** in **INSTRUMENT NO. 0704735196**, 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

**2515 SHOTKOSKI DRIVE, HOFFMAN ESTATES, ILLINOIS 60192**  
(Property Address)

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the real property described being set forth as follows:

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

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, 2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$505,159.65**, 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 **FEBRUARY 1, 2014**, and Borrower promises to pay monthly payments of principal and interest in the amount of U.S. **\$2,278.42** beginning on the 1<sup>ST</sup> day of **MARCH, 2014**. The new Maturity Date will be **MARCH 1, 2037**. 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%	02/01/2014	\$2,278.42	03/01/2014	36
37-48	3.0000%	02/01/2017	\$2,498.69	03/01/2017	12
49-60	4.0000%	02/01/2018	\$2,720.52	03/01/2018	12
61-277	4.5000%	02/01/2019	\$2,830.28	03/01/2019	217

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 **MARCH 1, 2037**, (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. **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**
7. 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 MIDAMERICAN BANK, FSB**

By Amber Johnston (print name)  
Mortgage Officer (title)

03-05-14  
Date

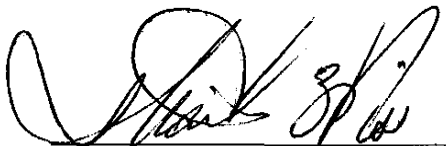
\_\_\_\_\_  
[Space Below This Line for Acknowledgments]

### LENDER ACKNOWLEDGMENT

State of OHio

County of Montgomery

The foregoing instrument was acknowledged before me this 03-05-14  
(date) by **AMBER JOHNSTON, the MORTGAGE OFFICER of PNC MORTGAGE, A DIVISION OF PNC BANK, NA, AS SERVICER ACTING ON BEHALF OF MIDAMERICAN BANK, FSB**, a  
\_\_\_\_\_  
corporation, on behalf of the corporation

  
Notary Public



SHARITA WISE  
NOTARY PUBLIC  
NOTARY 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  
**JIM S DASAKIS**  
2/25/14  
Date

[Signature] (Seal)  
Borrower  
**VALERIE V DASAKIS**  
2/25/14  
Date

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

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

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

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

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

**BORROWER ACKNOWLEDGMENT**

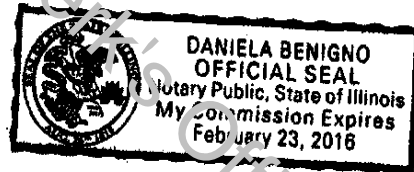
State of ILLINOIS

County of Cook

This instrument was acknowledged before me on February 25, 2014 (date) by

**JIM S DASAKIS, VALERIE V DASAKIS** (name/s of person/s acknowledged).

[Signature]  
Notary Public  
(Seal)  
Printed Name: Daniela Benigno



My Commission expires:  
2/23/16

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## EXHIBIT A

**BORROWER(S): JIM S DASAKIS AND VALERIE V DASAKIS HUSBAND AND WIFE**

**LOAN NUMBER: 0005793836**

**LEGAL DESCRIPTION:**

**THE PROPERTY DESCRIBED IS LOCATED IN THE CITY OF HOFFMAN ESTATES, COUNTY OF COOK, AND STATE OF ILLINOIS: LOT 207 BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I.N.#: 06-04-209-030-0000**

*lh* **ALSO KNOWN AS: 2315 SHOTKOSKI DRIVE, HOFFMAN ESTATES, ILLINOIS 60192**

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

 **DASAKIS**  
**48524922** **IL**  
**FIRST AMERICAN ELS**  
**MODIFICATION AGREEMENT**  
