This Document Prepared By:

DEBORAH L QUACH

PNC MORTGAG L A DIVISION OF

PNC BANK, NATIONAL

ASSOCIATION

3232 NEWMARK DR

MIAMISBURG, OH 45342

(888) 224-4702

Tax/Parcel No. 28173120470000

[Space Above This Line for Recording Data]
Principal Amount: \$195,000.00 Fapric Mae Loan No.: 1703408412

Original Principal Amount: \$195,000.00 Unpaid Principal Amount: \$177,959.58

New Principal Amount \$192,774.23 New Money (Cap): \$14,814.65

### LOAN MODIFICATION AGREEMENT (MORT GAGE)

Loan No: 0004689570

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 1ST day of JUNE, 2613 between ANTHONY R GENTILE AND LAURA A GENTILE HUSBAND AND WIFE ("Borrower") whose address is 15713 LA PAZ CT, OAK FOREST, ILLINOIS 60452 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 MARCH 16, 2007 and recorded on AUGUST 21, 2007 in INSTRUMENT NO. 0723308100, 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

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument Form 3179 (fixed) / 3162 (step) (rev. 01/09) 12132013\_87 First American Mortgage Services Page 1 0004689570

1416446012 Page: 2 of 7

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#### 15713 LA PAZ CT, OAK FOREST, ILLINOIS 60452

(Property Address)

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, JUNE 1, 2014, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$192,774.23, 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 4.6250% from JUNE 1, 2014, and Borrower promises to pay monthly payments of principal and interest in the amount of U.S. \$882.19 beginning on the 1ST day of JULY, 2014. 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 Sometiv Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. The new Maturity Date will be JUNE 1, 2054.
- 3. If all or any part of the Property or any intere t in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrowe; 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 Borrowe, 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 of 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 tromake all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other paymons, 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
  - all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where (b) 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

1416446012 Page: 3 of 7

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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 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 Lende. 8 rights under or remedies on the Note and Security Instrument, whether such rights or remedies are a 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.
- 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 incores, 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 his Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- Borrower authorizes Lender, and Lender's successors and assigns, to share certain Borrower public and non-public personal information including, but not limited to (i) name, address, telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, and (v) payment history and information about Borrower's account balances and activity with an authorized third party which may include, but is not limited to, a counseling agency, that or local Housing Finance Agency or similar entity that is assisting Borrower in connection with obtaining a foreclosure prevention alternative, including the trial period plan to modify Borrower's loan ("Authorized Third Party").

Borrower understands and consents to Lender or Authorized Third Party, as well as rannie Mae (the owner of Borrower's loan), disclosing such personal information and the terms of any relief or foreclosure prevention alternative, including the terms of the trial period plan to modify Borrower's loan, to any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with the loan or any other mortgage loan secured by the Property on which Borrower is obligated.

Borrower consents to being contacted by Fannie Mae, Lender or Authorized Third Party concerning mortgage assistance relating to Borrower's loan including the trial period plan to

1416446012 Page: 4 of 7

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modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Authorized Third Party.

By checking this box, Borrower also consents to being contacted by text messaging \(\square\).

Property of Cook County Clark's Office

1416446012 Page: 5 of 7

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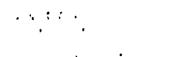
In Witness Whereof, the Lender have executed this Agreement. PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION By Amber Johnston (print name) Mortgage Officer (title) [Space Below This Line for Acknowledgments] **LENDFY A CKNOWLEDGMENT** State of U 5-8-14 The foregoing instrument was acknowledged before me this \_\_\_\_\_ JOHNSTON, the MORTGAGE OFFICER of PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION, a\_ national association, on behalf of the national association Printed Name: My commission expires: PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION 3232 NEWMARK DR

**MIAMISBURG, OH 45342** 

1416446012 Page: 6 of 7

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In Witness Whereof, I have executed this Agreement.	, // on 1.8	r
Arthur L buill (Seal)	Jana a Dot	(Seal)
Borrower S	Borrower	
ANTHONY R GENTILE	LAURA A GENTILE	
Date	Date	· <del></del>
(Seal)		(Seal)
Borrowe:	Воггоwer	
Date	Date	
Date	Date	
(Seal)		(Seal)
Borrower	Borrower	
$O_{\mathcal{F}}$		
Date	Date	
[Space Below This Line	for Acknowledgments]	
BORROWER ACKNOWLEDGMENT		
State of ILLINOIS		
County of Cook	0.	
	MAY 5, 2014	(date) by
ANTHONY R GENTILE, LAURA A GENTILE (n	ame/s of parson/s acknowledged).	
Michael a Sacha	C	
Notary Public	<b></b>	
(Seal)	OFFICIAL OF A	·······
Printed Name: MECHAEL A - SACHA	OFFICIAL SEAL MICHAEL A SACI	J∧ <b>\$</b>
My Commission expires:	¶ NUIARY PUBLIC - STATE A	Edition \$
62/24/2015	MY COMMISSION EXPIRES	5.J2/ <u>24/15</u>



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#### **EXHIBIT A**

BORROWER(S): ANTHONY R GENTILE AND LAURA A GENTILE HUSBAND AND WIFE

**LOAN NUMBER: 0004689570** 

LEGAL DESCRIPTION:

THE PP OF ERTY DESCRIBED IS LOCATED IN THE CITY OF OAK FOREST, COUNTY OF COOK AND STATE OF ILLINOIS. PARCEL #28173120470000 LOT 102 IN LAGRANDE VISTA UNIT NO. 3, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 157/2 LA PAZ CT, OAK FOREST, ILLINOIS 60452

### || || GENTILE 48672297

FIRST AMERICAN ELS
MODIFICATION AGREEMENT

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