

#2,263 to \$1,573 7.25% to 4.75%

VIA FEDERAL EXPRESS OVERNIGHT MAIL

12 months of Late

Payments Waived

June 28, 2010



VERY IMPORTANT - PLEASE READII!

RE: PNC Loan Number #4
Loan Modification Agreement

## Dear Borrower:

Enclosed please find two original Loan Modification Agree ments and an Affidavit of Non-Homestead to be reviewed, executed, notarized and returned by July 1, 2010. I have enclosed an overnight mail envelope and a copy of the Loan Modification Agreement for your convenienc.

The new estimated payment amount effective with the July 1 .010 payment will be \$1,573.20 which is principal and interest at \$1,204.81 and current escrow collection to \$385.15. We will be capitalizing an amount of \$19,977.92 which represents delinquent interest in the amount of \$13,713.96 and delinquent escrow in the amount of \$4,774.76 and attorney fees and costs in the amount of \$1489.20 increasing the principal balance to \$230,962.84. The new maturity date is 06/1/2040.

Please mail all payments to:

PNC Mortgage/Payment Services B6-YM14-01-1 Dayton, OH 45401-1820

Should you have any questions regarding this agreement, please do not hesitate to contact me at

Sincerely,

Danielle Pauling Loss Mitigation Specialist

Enclosures

Prepared By: LoanCare Servicing Center, Inc. 3637 Sentara Way, Suite 303 Virginia Beach, VA 23452

## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

Loan Number:

This Loan Modification Agreement ("Agreement"), made this 24th day of

June, 2010

between

LYNN AND TONY

("Borrower") and PNC MORTGAGE

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated September 26, 2008 and recorded in the

BALTIMORE [Name of Records] Records of

BALTIMORE

[County and State, or other Jurisdiction]

LOANCARE SERVICING CENTER, INC. MODIFIED LOAN MODIFICATION AGREEMENT - Single-Family -

Form 3179 1/01 (rev. 01/09)

Fannie Mae Uniform Instrument -

Providing For Fixed Interest Rate

Amended to include Notary Acknowledgments and other information

VMP @

Wolters Kluwer Financial Services @2009, 2008

D13548 (0904) Page 1 of 5 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

## BALTIMORE, MD 21237

## [Property Address]

the real property described being set forth as follows:
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF, AS EXHIBITA'

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note of Security Instrument):

- 1. As of June 24, 2010 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 230,962.84 , consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance for the first year at the yearly rate of 4.750 % from June 1, 2010

Borrower promises to make monthly payments of principal and interest in the amount of U.S. \$ 1,204.8! , beginning on the 1st day of July, 2010 , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.

The yearly rate of

4.750 % will remain in effect until principal and interest is paid in full.

If on June 1, 2040 (the "Maturity Date"), 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.

 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.

LOANCARE SERVICING CENTER, INC. MODIFIED LOAN MODIFICATION AGREEMENT - Single-Family -

Form 3179 1/01 (rev. 01/09)

Fannie Mae Uniform Instrument Providing For Fixed Interest Rate
Amended to include Notary Acknowledgments and other information
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- 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, not 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 I 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 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.

Form 3179 1/01 (rev. 01/09)

TONY		" to the Popular.
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LYNN		
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	BORROWER ACKNOWLEDGMENT	
State of Maryland		
County of BALTIMORE		
On this day of	, before me,	
	, the undersign	ed officer, personally appeared
TONY LYNN	,	- in the second
witness whereof I hereunto set my	roven) to be the person whose name(s) it he/she (they) executed the same for the hand and official seal.	sare subscribed to the within purposes therein contained in
My commission expires:		

Notary Public

LOANCARE SERVICING CENTER, INC. MODIFIED LOAN MODIFICATION AGREEMENT - Single-Family - Fannie Mae Uniform Instrument -

Form 3179 1/01 (rev. 01/09)

Providing For Fixed Interest Rate

Amended to include Notary Acknowledgments and other information VMP ®

Wolters Kluwer Financial Services @2009, 2008

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Ву:					
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Camerania		NDER ACKNOWLEDGMENT			
County of Virgi	State of Virginia nia Beach				
On this the	day of	, before me			
	•		, the undersigned officer, personally appe		
PNC MORTGAG	E.				
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