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| **CHRISTOPHER K. BAXTER, ESQ.**  Admitted in AR, TX, GA & NY | **GARY D. MARINOSCI, ESQ.**  Admitted in RI & MA | **ROBERT S. COLEMAN, JR, ESQ.**  Admitted in AR & TN |
| **CHAD A. MORRONE, ESQ.**  Admitted in MA & CT | **DEREK R. COURNOYER, ESQ.**  Admitted in FL & RI | **DAVID V. NOYCE, ESQ.**  Admitted in KS & MO |
| **JOSEPH M. DOLBEN, ESQ.**  Admitted in NH, MA & RI | **DAVID M. BENGS, ESQ.**  Admitted in IN & MI | **DIANA A. CARPINTERO, ESQ.**  Admitted in IL |

October 04, 2018

# RE: PNC Bank, National Association

Loan # 0003740457

Mortgagors: GUSTAVO SANTOS, LORENA SANTOS

Property Address: 3008 S KOLIN AVE, CHICAGO, IL 60623

Our File No.: 18-05352

We represent **PNC Bank, National Association**, the servicer of the loan, concerning the collection of the above referenced loan, and we are sending this letter pursuant to your request for the reinstatement figures. Because additional interest, additional late charges, and other charges may vary from day to day, the amount due on the day you pay may be greater. You will also be liable for additional costs and attorney’s fees incurred in the foreclosure action. Listed below is an itemization of the amounts needed to reinstate the above-referenced loan(s), which are good through October 15, 2018. Please review the enclosed **Explanation of Charges** included with this letter for an explanation of each of the itemized amounts.

Upon our acceptance of the **Reinstatement Amount** below, if a foreclosure action has been filed with a court, we will advise the court accordingly.

How to Make Payment: Funds must be sent to Marinosci Law Group, P.C. by certified check or money order drawn on a United States bank, and made payable to **PNC Bank, National Association** and escrow checks will not be accepted under any circumstances. Acceptance of funds is subject to final approval by the Lender.

**\* These amounts depend upon the services performed to litigate the foreclosure case and costs incurred during the case. Therefore, these are estimates amounts and are subject to increase depending upon various factors involved in the foreclosure case (see Explanation of Charges below). You must contact this office THE DAY YOU INTEND on sending the Reinstatement Amount for an updated list of itemized amounts. It is recommended that you send your payment via FEDERAL EXPRESS OVERNIGHT to reduce the likelihood of any additional fees and/or costs being incurred between sending of your payment and receival of your payment \***

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| **Description of Charges** | **Reinstatement Amounts Due As Of 10/15/2018:** |
| 5 Payments @ $1,104.95 | $5,524.75 |
| 6 Payments @ $1,208.62 | $7,251.72 |
| Late Charges | $176.80 |
| Property Inspections | $120.00 |

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| Corporate Advance | $3,480.00 |
| Attorney Fees and Costs | $0.00 |
|  | **Total Reinstatement Amount Due:**  $16,553.27 |

\*\*\* These figures do not include any escrow shortage that may have accrued. Upon application of the reinstatement amount, the loan will be re-analyzed and the monthly payment will be adjusted accordingly.

The Reinstatement Amount may change under certain circumstances (see below). If you have any questions about the amounts listed above, please refer to the **Explanation of Charges** enclosed with this letter. Should you need further explanation, please contact our office.

Changes in the Reinstatement Amount: The Lender reserves the right to demand amounts in addition to the charges stated above before or after the release of its security interest in the property if there was an error or omission in the above charges that was made in good faith, whether mathematical, clerical, typographical or otherwise. The reinstatement Amount is also subject to change to reflect services that may be performed on or after the date of this letter.

Notice Regarding Bankruptcy Action: If an action has been filed with a bankruptcy court, the charges states above are subject to change. Accordingly, the Reinstatement Amount will change if you file for relief under the Bankruptcy Code. Additionally, if this loan is currently subject to a bankruptcy court action, the Reinstatement Amount will change if additional attorneys’ fees and costs are incurred by the Lender concerning the loan.

WE WILL NOT DELAY THE FORECLOSURE ACTION: Please note that we will not delay or dismiss the foreclosure action while we are waiting to receive reinstatement charges.

# PLEASE NOTE – YOU MUST CONTACT THIS OFFICE BEFORE TENDERING ANY FUNDS TO VERIFY THE TOTAL AMOUNT DUE.

If you have any questions, please do not hesitate to contact our office.

James P. Maybury

Paralegal

Marinosci Law Group, P.C. (312) 940-8580

**NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C. § 1601, AS AMENDED**

1. THE AMOUNT OF THE DEBT TO REINSTATE THE LOAN IS SET FORTH IN THIS LETTER AND IS OWED TO THE LENDER.
2. THE DEBTOR MAY DISPUTE THE VALIDITY OF THE DEBT, OR ANY PORTION THEREOF, WITHIN 30 DAYS AFTER RECEIPT OF THIS LETTER. IF THE DEBTOR FAILS TO DISPUTE THE DEBT WITHIN 30 DAYS AFTER RECEIPT OF THIS LETTER, THE DEBT WILL BE ASSUMED TO BE VALID BY MARINOSCI LAW GROUP, P.C. (THE “FIRM”);
3. IF THE DEBTOR NOTIFIES THE FIRM WITHIN 30 DAYS AFTER RECEIPT OF THIS LETTER THAT THE DEBT, OR ANY PORTION OF THE DEBT, IS DISPUTED, THE FIRM WILL OBTAIN VERIFICATION OF THE JUDGMENT WILL BE MAILED TO THE DEBTOR BY THE FIRM; AND
4. UPON THE DEBTOR’S REQUEST WITHIN 30 DAYS AFTER RECEIPT OF THIS LETTER, THE FIRM WILL PROVIDE THE DEBTOR WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT FROM THE CURRENT LENDER;
5. WRITTEN REQUESTS PURSUANT TO THIS NOTICE SHOULD BE ADDRESSED TO: FAIR DEBT COLLECTION CLERK, MARINOSCI LAW GROUP, P.C.

134 N. LASALLE ST., STE 1900

CHICAGO, IL 60602

THIS FIRM IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THE INSTRUCTIONS IN THIS LETTER PERTAIN TO YOUR DEALINGS WITH THE FIRM AS A DEBT COLLECTOR. IT DOES NOT AFFECT YOUR DEALINGS WITH THE COURT, AND IN PARTICULAR, IT DOES NOT CHANGE THE TIME AT WHICH YOU MUST ANSWER THE COMPLAINT. THE SUMMONS IS A COMMAND FROM THE COURT, NOT FROM THE FIRM, AND YOU MUST FOLLOW THE INSTRUCTIONS ON THE SUMMONS, EVEN IF YOU DISPUTE THE VALIDITY OR AMOUNT OF THE DEBT. THE INSTRUCTIONS IN THIS LETTER ALSO DO NOT AFFECT THE FIRM’S RELATIONSHIP WITH THE COURT AND THE FIRM MAY FILE PAPERS IN THE LAWSUIT ACCORDING TO THE COURT’S RULES AND THE JUDGE’S INSTRUCTIONS.

**EXPLANATION OF CHARGES**

**Monthly Mortgage Payments:** These are the amounts for unpaid monthly mortgage payments based on information provided to us by the Lender.

**Accumulated Late Charges:** This is the amount that accumulated and will continue to accumulate because payment was not timely received by the Lender, based on the information provided to us by the Lender.

\*\* **Escrow Deficit:** This is the amount the Lender has advanced for payment of property taxes, assessments, insurance or other items. This amount does not include any shortage of amounts collected by a borrower and held in an escrow account by the Lender for payment of taxes, assessments, insurance or other items that may be due in the future.

**Non-Sufficient Funds:** This is the amount of bank charges incurred by the Lender because, prior to acceleration of the loan (s) by the Lender, the Lender received payment for the loan(s) by check or draft for which there was not sufficient funds on deposit at the time the Lender drew upon the check or draft.

**Property Inspections:** This is the amount incurred by the Lender to have the property periodically inspected once the loan is delinquent. The inspection typically consists of a visual exterior review of the property. The review determines whether the property is occupied and

adequately maintained. Expenses for preservation of the property may occur If the property is reported vacant, for securing the property or to perform regular maintenance to protect the Lender’s interest in the property.

**Property Preservation:** This is the amount incurred by the Lender to prevent the property from deteriorating or deceasing in value due to its condition

**Broker’s Price Opinion/Appraisal:** This is the amount for an appraisal. Once a property is referred for a foreclosure, the Lender may order a Broker’s Price Opinion or Appraisal to ascertain the market value of the property.

**Loan Modification Fees:** Fee which may be charged by the plaintiff for processing a modification of the loan terms.

**Title Search:** This is the amount for performing a title search of the property. A title search is an investigation of the public records on a file in the county where the property is located,

which is performed to identify all persons who may have in interest in the property. Immediately upon receipt of a foreclosure referral from the Lender, the Firm orders a title search on the property.

**Title Examination:** Once a Title Search is complete, a title examiner reviews the information gathered from the Title Search to identify all persons who may have an interest in the property.

**Title Update:** During the foreclosure process the Lender may have the title search and exam updated.

**Pre-suit Occupancy Investigation:** An occupancy investigation performed for the purpose of compliance with complaint filing requirements under applicable Administrative Order.

**Mediation Charge:** Mandatory mediation cost pursuant to Administrative Order.

**Disclosure of Related Entity:** The Title Search, Title Examination, and Title Update services described above may have been performed by “Liberty Title & Escrow” The Lender and the Law Firm have agreed to the amounts charged by “Liberty Title & Escrow” for its services and that they will be paid by the firm and reimbursed to the Firm by the Lender. The Lender and the Firm have also agreed that the Firm should collect these amounts as costs related to the foreclosures as permitted under your mortgage and note with the Lender.

**Clerk Filing Fee:** This is the amount paid by the Firm to the Clerk of the Circuit Court in order to file the foreclosure complaint and initiate the foreclosure action.

**Clerk Recording Fee:** This is the amount paid by the Firm to the Clerk of the Circuit Court to record documents related to the foreclosure action.

**Certified Copies Fee:** This is the amount paid by the Firm to obtain documents related to the foreclosure action.

**Service of Process:** This is the amount for costs incurred by the Firm to pay process servers to legally serve the complaint and summons on a person. These amounts include a process server’s charges to actually serve the complaint, as well as unsuccessful attempts to serve the complaint, upon known and unknown persons who may have an interest in the property. These amounts also include a process server’s charges to locate any defendant who cannot be served the complaint and summons at the address on the summons.

**Publication Costs:** This is the amount paid by the Firm to a local newspaper to advertise/publish notice of a case when a defendant cannot be located by a process server to personally serve the complaint and summons. This amount may also include the amount paid by the firm to a local newspaper to advertise notice of a scheduled foreclosure sale.

**Overnight Document Delivery Costs:** This is the amount the Firm has incurred to deliver court documents, correspondence, and other documents to courts, clients, borrowers or others by overnight delivery.

**Attorneys’ Fees:** This is the amount of attorneys’ fees earned by the Firm as of the Reinstatement Amount good through date. The final amount of the Lender’s attorneys’ fees is calculated based upon the status of the foreclosure action at the time the Reinstatement Amount is accepted by the Firm. Please note that if additional services are performed by the Firm in the foreclosure action or in a bankruptcy action, the amount for attorneys’ fees may increase.