

# UNOFFICIAL COPY



Doc#: 1208610022 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/26/2012 11:25 AM Pg: 1 of 6

This Document Prepared By:  
**REBECCA PIEPER**  
PNC MORTGAGE, A DIVISION OF PNC BANK, N.A.  
3232 NEWMARK DR  
MIAMISBURG, OH 45342  
(888) 224-4702

When Recorded Mail To:  
**FIRST AMERICAN TITLE**  
ATTN: LMTS  
P.O. BOX 27670  
SANTA ANA, CA 92799-7670  
**6482960**

Tax/Parcel No. 32081230110000

\_\_\_\_\_  
[Space Above This Line for Recording Data] \_\_\_\_\_  
Original Principal Amount: \$275,674.00      FHA/VA Case No.: 137-3726675 703  
Unpaid Principal Amount: \$293,235.49      Loan No: 0005848141  
New Principal Amount \$321,528.86  
New Money (Cap): \$28,293.37

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **28TH** day of **DECEMBER, 2011**, between **TYRA TAYLOR, BOBBY TAYLOR HUSBAND AND WIFE** ("Borrower"), whose address is **374 DIANE LANE, CHICAGO HEIGHTS, ILLINOIS 60411** and **PNC MORTGAGE, A DIVISION OF PNC BANK, N.A.** ("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 11, 2007** and recorded on **OCTOBER 23, 2007** in **INSTRUMENT NO. 0729633003, COOK COUNTY, ILLINOIS**, and (2) the Note, in the original principal amount of U.S. **\$275,674.00**, 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 **374 DIANE LANE, CHICAGO HEIGHTS, ILLINOIS 60411**

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

S Y  
P 6  
S N  
M N  
SC y  
E y  
INT at

**UNOFFICIAL COPY****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, 2012** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$321,528.86**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$28,293.37** 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 **4.2500%**, from **FEBRUARY 1, 2012**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,581.73**, beginning on the **1ST** day of **MARCH, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **FEBRUARY 1, 2042** (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 date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. 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, agreements, 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 payments 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, implementing, 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 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.

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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.

Property of Cook County Clerk's Office

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In Witness Whereof, the Lender have executed this Agreement.

**PNC MORTGAGE, A DIVISION OF PNC BANK, N.A.**

Eileen Burrall  
By **EILEEN BURRALL** (print name)  
**Authorized Agent** (title)

01-13-12  
Date

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

### LENDER ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this 1-13-2012  
by **EILEEN BURRALL**, the **AUTHORIZED AGENT** of **PNC MORTGAGE, A DIVISION OF PNC BANK, N.A.**, a Corporation, on behalf of said entity.

Signature of Person Taking Acknowledgment Hope Holmes

Printed Name: HOPE HOLMES  
Commission Expires: NOTARY PUBLIC  
Serial Number: \_\_\_\_\_  
IN AND FOR THE STATE OF OHIO  
MY COMMISSION EXPIRES SEPT. 30, 2015



**THIS DOCUMENT WAS PREPARED BY: REBECCA  
PNC MORTGAGE, A DIVISION OF PNC BANK, N.A.  
3232 NEWMARK DR  
MIAMISBURG, OH 45342**

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In Witness Whereof, I have executed this Agreement.

[Signature] (Seal)  
Borrower  
**TYRA TAYLOR**  
1/7/2012  
Date

Bobby Taylor (Seal)  
Borrower  
**BOBBY TAYLOR**  
1-17-12  
Date

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

[Signature] (Seal)  
Borrower  
\_\_\_\_  
Date

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

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

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

### BORROWER ACKNOWLEDGMENT

State of **ILLINOIS**

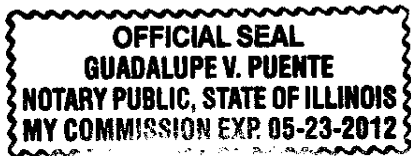
County of COOK

This instrument was acknowledged before me on 01/07/2012 (date) by

**TYRA TAYLOR, BOBBY TAYLOR** (name/s of person/s).

[Signature] (Signature of Notary Public)

(Seal)



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## EXHIBIT A

**BORROWER(S): TYRA TAYLOR, BOBBY TAYLOR HUSBAND AND WIFE**

**LOAN NUMBER: 0005848141**

**LEGAL DESCRIPTION:**

SITUATED IN THE COUNTY OF COOK AND THE STATE OF ILLINOIS KNOWN AND DESCRIBED AS FOLLOWS, TO WIT: LOT 11 IN BRANDONS FARMS SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF REIGEL ROAD, (EXCEPT THEREFROM THE NORTH 33 FEET THEREOF AND EXCEPT THEREFROM THE SOUTH 311 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 374 DIANE LANE, CHICAGO HEIGHTS, ILLINOIS 60411