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1226416015

## Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Doc#: 1226416015 Fee: \$54.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/20/2012 10:27 AM Pg: 1 of 8

Report Mortgage Fraud  
800-532-8785

The property identified as: **PIN:** 13-33-418-011-0000

**Address:**

**Street:** 5145 W WABANSIA AVE

**Street line 2:**

**City:** CHICAGO

**State:** IL

**ZIP Code:** 60639

**Lender:** PNC BANK, NATIONAL ASSOCIATION

**Borrower:** JOHN LYNCH JR

**Loan / Mortgage Amount:** \$74,032.24

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

**Certificate number:** 7C2E810D-BA2D-44D0-A932-D3DA77CF04D9

**Execution date:** 09/12/2012

S Y  
P 8  
S N  
M N  
SC Y  
E Y  
INT Y

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This document was prepared by Christine Asmar

**After Recording Return To:**  
6750 Miller Road  
Homeowners Assistance Department  
LOC BR-YB-01-3  
Brecksville, Ohio 44141  
Toll-Free: (866) 622-2657

\_\_\_\_\_  
[Space Above This Line For Recording Data]

DS 2497

## MORTGAGE OR DEED OF TRUST MODIFICATION AGREEMENT

(Closed-End)

This Mortgage or Deed of Trust Modification Agreement (this "Agreement") is made as of **August 10, 2012** (the "Effective Date"), between **John Lynch JR** (individually and collectively, the "Borrower") and PNC Bank, National Association\*, for itself, its successors and/or assigns, (the "Lender").

This Agreement amends and supplements the Mortgage, Deed of Trust or Security Deed, (the "Security Instrument"), and recorded in **0716315063**, in the **COOK** Records of **IL**, which covers certain property described in the Security Instrument and defined therein as the "Property", commonly known as **5145 W WABANSIA AVE CHICAGO IL 60639**, the real property described being set forth as follows:

SEE ATTACHED EXHIBIT "A"

The Security Instrument, as it may previously have been amended, is referred to as the "Mortgage." The Borrower and Lender are sometimes collectively referred to together as the "Parties" and each as a "Party." Capitalized terms used in this Agreement and not defined herein have the meaning given to them in the Mortgage.

original mortgage amount \$ 70,000.00

\*If another lender is identified in the Mortgage, PNC Bank, National Association is the successor by merger to such lender.

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The Parties expressly recognize that the Borrower herein was discharged in a Chapter 13 bankruptcy proceeding subsequent to the execution of the Mortgage. The Borrower, wishing to retain possession of the Property, is voluntarily executing this Agreement to modify the Mortgage. The execution of this Agreement does not make the Borrower personally liable for debts discharged in bankruptcy, including any note that may have originally been secured by the Mortgage.

In consideration of the mutual promises and agreements exchanged, and intending to be legally bound, the Parties hereto agree as follows:

1. **The Modification.** The Mortgage will automatically become modified on the Effective Date. The first modified monthly payment will be due on **August 30, 2012**, and continuing on the **30th** day of each month until the Maturity Date. Borrower understands and agrees that:
  - a. The Maturity Date is **January 30, 2038**, which may have been extended beyond the maturity date in the Mortgage.
  - b. The modified principal balance of the Mortgage is **\$74,032.24** (the "New Principal Balance"). The New Principal Balance includes any amounts that will be past due as of the Effective Date, and consists of: (i) the sum of (A) the unpaid principal balance of the sums loaned to Borrower, plus (B) any unpaid interest, plus (C) any costs and expenses to third parties for flood insurance premiums on the Property and/or court costs and attorneys' fees to enforce Lender's rights under the Mortgage. **Borrower understands and agrees that by agreeing to include any costs and expenses paid to third parties in the New Principal Balance, such amount will accrue interest based on the interest rates in effect under this Agreement. \$4,016.90 of the New Principal Balance, consisting of the accrued unpaid interest, shall be deferred (the "Deferred Interest") and shall be payable as provided in the last sentence in this section.** Borrower will not pay interest on the Deferred Interest or make monthly payments on the Deferred Interest. The Deferred Interest is due by the earliest of: (i) the date Borrower sells or transfers an interest in the Property; (ii) the date the Borrower pays the entire Interest Bearing Principal Balance (as defined below); (iii) the date on which the entire Interest Bearing Balance is declared due under the Mortgage; (iv) the date the Borrower refinances the Property; or (v) the Maturity Date.
  - c. The New Principal Balance less the Deferred Interest is referred to as the "Interest Bearing Principal Balance", and this amount is **\$70,015.34**.
  - d. Interest at the rate of 1% will begin to accrue on the Interest Bearing Principal Balance as of **August 10, 2012** for the first **5** years. The monthly payment of principal and interest for the first **5** years will be **\$389.83** and the first new monthly payment will be due on the date set forth in the second sentence of Section 1 above.
  - e. During the **6th** year and continuing thereafter until the Maturity Date, interest at the rate of 5.25% will accrue on the Interest Bearing Principal Balance as of **July 31, 2017**. The new monthly payment of principal and interest for the **6th** year and thereafter until the Maturity Date will be **\$330.57** and the first new monthly payment will be due on **August 30, 2017**.
  - f. On the Maturity Date, the final payment under this Agreement will be an amount equal to: (i) the unpaid balance of the New Principal Balance, plus (ii) all accrued and unpaid interest on the Interest Bearing Principal Balance, plus (iii) any other amounts owed under the Mortgage.
  - g. Interest paid pursuant to this Agreement will be computed on a simple interest basis based upon a 365-day year (or a 366-day year in a leap year), but calculated on actual days. Borrower's actual payments could affect the amount paid under this Agreement. Payments will be applied first to all unpaid interest on the Interest Bearing Principal Balance, then to the Interest Bearing Principal Balance. If Borrower makes a principal prepayment, to the extent that the principal prepayment is equal to or exceeds the Interest Bearing Principal Balance, the prepayment will be applied to Deferred Interest. Prepayments will not change the due dates or amounts of monthly payments.
  - h. Borrower will be in default if Borrower does not comply with the terms of the Mortgage, as modified by this Agreement.
  - i. In the event of a default under the Mortgage, as modified by this Agreement, interest will accrue on the unpaid amount of the New Principal Balance, including after the entire unpaid balance is declared to be due under the Mortgage, at the rate set forth in Section 1(d) or Section 1(e) as applicable.

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- j. The terms in this Section 1 will supersede any provisions to the contrary in the Mortgage.
2. **Additional Agreements.** Borrower understands and agrees to the following:
- a. All persons who signed the Mortgage, or their authorized representative(s) have signed this Agreement, unless: (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the Property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the Property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Mortgage); or (iii) the Lender has waived this requirement in writing.
  - b. This Agreement supersedes the terms of any modification, forbearance or workout plan that Borrower has previously entered into with Lender.
  - c. Except as expressly modified by this Agreement, and except to the extent that the Borrower was discharged of personal liability as a result of a Chapter 7 bankruptcy proceeding, Borrower will comply with and is bound by all covenants, agreements, and requirements of the Mortgage.
  - d. The Mortgage as modified by this Agreement is composed of duly valid, binding agreements, enforceable in accordance with their terms and is hereby reaffirmed and remains in full force and effect.
  - e. Nothing in this Agreement will be understood or construed as a satisfaction or release, in whole or in part, of the obligations in the Mortgage, or to satisfy or release the Mortgage, in whole or in part.
  - f. As of the Effective Date, notwithstanding any other provision of the Mortgage, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Lender shall not exercise this option if applicable law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give Borrower notice that all amounts secured by the Mortgage are due in full. 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 such amount. If Borrower fails to pay the amount owed prior to the expiration of this period, Lender may exercise any remedies permitted by the Mortgage.
  - g. As of the Effective Date, Borrower understands that Lender will only allow the transfer and assumption of the Mortgage, including this Agreement, to a transferee of the Property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Mortgage including this Agreement. Except as noted in this Section 2(g), this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
  - h. Borrower will cooperate fully with Lender in obtaining any title endorsement(s), title insurance product(s) and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the Mortgage, as modified, retains the same lien position that is in effect prior to the Effective Date and/or is fully enforceable upon modification.
  - i. Borrower will execute and deliver such other documents as may be reasonably necessary to either: (i) put into effect the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after the Effective Date. Borrower understands that a corrected Agreement or a letter agreement containing the correction will be provided to Borrower for Borrower's signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If Borrower elects not to sign any such corrected Agreement or letter agreement, the terms of the original Mortgage shall continue in full force and effect and such terms will not be modified by this Agreement.
  - j. If any document related to the Mortgage and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true terms and conditions of the loan as modified, or is otherwise missing, Borrower will comply with the Lender's request to acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary (all such documents are the "Documents"). Borrower agrees to deliver the Documents within ten (10) days after Borrower receives the Lender's written request for such replacement.
  - k. **If Borrower consents to receiving calls as described in this section, please sign below:** Borrower consents to receiving calls, including calls using an automatic telephone dialing system and/or an

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artificial or prerecorded voice, and text messages from Lender or any of its affiliates, agents or third party representatives at any and all of Borrower's telephone numbers, including, but not limited to, Borrower's wireless (mobile/cellular) number, or any cell phone number Borrower may provide to Lender, for any purpose related to the Borrower's Account with respect to this Agreement and the Mortgage. These calls and messages may incur access fees from Borrower's cellular provider. Lender may monitor telephone calls with Borrower to assure quality service.

\_\_\_\_\_  
Borrower signature

\_\_\_\_\_  
Borrower signature

[SIGNATURE PAGES TO FOLLOW]

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**SPECIAL BANKRUPTCY NOTICE TO BORROWERS WHO HAVE FILED A PETITION FOR PROTECTION UNDER THE UNITED STATES BANKRUPTCY CODE: UNLESS YOU HAVE SIGNED A REAFFIRMATION AGREEMENT WITH PNC BANK, N.A. AND THAT AGREEMENT HAS BEEN FILED WITH THE BANKRUPTCY COURT (AND NOT SUBSEQUENTLY RESCINDED OR DISALLOWED IN ACCORDANCE WITH THE BANKRUPTCY CODE) YOU SHOULD DISREGARD ANY AND ALL PORTIONS OF THIS AGREEMENT WHICH STATE OR SUGGEST THAT YOU STILL HAVE A PERSONAL LIABILITY TO PAY PNC BANK, N.A. YOU MAY WISH TO CONSULT WITH AN ATTORNEY REGARDING THIS AGREEMENT, YOUR BANKRUPTCY AND THE ABILITY OF PNC BANK, N.A. TO ENFORCE ITS LIEN UPON YOUR PROPERTY. IF YOU HAVE OBTAINED A DISCHARGE UNDER THE BANKRUPTCY CODE, THIS AGREEMENT IS INTENDED BY PNC BANK, N.A. SOLELY TO PROTECT ITS INTEREST IN THE UNDERLYING COLLATERAL.**

In Witness Whereof, the Borrower(s) have executed this Agreement.

  
John Lynch JR

\_\_\_\_\_  
Borrower

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

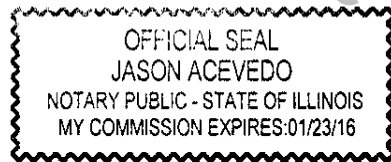
STATE OF Illinois ) SS  
COUNTY OF Cook )

On (Month/Day/Year) John Lynch Jr, personally appeared **John Lynch JR**, personally known to me (or proved to me on the basis of satisfactory evidence) to the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument to the person(s) or the entity upon behalf of which the person(s) acted executed the instruments.

I certify under PENALTY OF PERJURY under the law of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jason Acevedo  
My Commission Expires: 1-23-16



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In Witness Whereof, the Lender has executed this Agreement.

PNC BANK:

By:

Destinee Toliver

Its: Authorized Representative

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

STATE OF OHIO )

ss:

COUNTY OF CUYAHOGA )

On this, the 15th day of August, 2012 before me, a Notary Public, the undersigned officer, personally appeared Destinee Toliver, who acknowledged himself/herself to be an authorized signer of PNC Bank, N.A. and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said bank as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Susanna Matanovic  
Notary Public: Susanna Matanovic  
My Commission Expires: 1-21-14  
County of Residence: Cuyahoga



**SUSANNA MATANOVIC**  
Notary Public, State of Ohio  
My Commission Expires  
January 21, 2014

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## EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

LOT 17 (EXCEPT THE EAST TWO THIRDS THEREOF) AND ALL OF LOT 18  
IN BLOCK 7 IN CRAGIN BEING CHARLES B. HOSNER'S SUBDIVISION OF  
PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 40  
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY ILLINOIS.

Permanent Parcel Number: 13-33-418-011-0000  
JOHN LYNCH AND DELORES LYNCH, HIS WIFE,  
NOT IN TENANCY IN COMMON, BUT IN JOINT TENANCY

5145 WEST WABANSIA AVENUE, CHICAGO IL 60639-4440

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