

WHEN RECORDED, RETURN TO:
FIRST AMERICAN MORTGAGE SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING

This Document Prepared By:
BRANDON CLEMENTS
PNC MORTGAGE
3232 NEWMARK DRIVE
MIAMISBURG, OH 45342

~~When recorded mail to:~~ #: 1533732
First American Title
Loss Mitigation Title Services 1454 1
P.O. Box 27670
Santa Ana, CA 92799
RE: COSEY - PROPERTY REPORT

Tax/Parcel No. 29032040840000

[Space Above This Line for Recording Data]

Original Principal Amount: \$102,393.00
Unpaid Principal Amount: \$110,618.42
New Principal Amount \$129,959.62
New Money (Cap): \$19,341.20

FHA/VA Case No.: 137-2426510-703
Loan No: 0002452176

46678728

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 24TH day of JANUARY, 2013, between SHARON COSEY AN UNMARRIED WOMAN ("Borrower"), whose address is 14047 LINCOLN AVENUE, DOLTON, ILLINOIS 60419 and PNC MORTGAGE ("Lender"), whose address is 3232 NEWMARK DRIVE, MIAMISBURG, OH 45342 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated JULY 24, 2003 and recorded on SEPTEMBER 3, 2003 in INSTRUMENT NO. 0324627085, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$102,393.00, 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
14047 LINCOLN AVENUE, DOLTON, ILLINOIS 60419

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

UNOFFICIAL COPY

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE

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, 2013** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$129,959.62**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$19,341.20** 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 **3.2500%**, from **FEBRUARY 1, 2013**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$565.59**, beginning on the **1ST** day of **MARCH, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **FEBRUARY 1, 2043** (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

UNOFFICIAL COPY

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.

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

UNOFFICIAL COPY

In Witness Whereof, the Lender have executed this Agreement.

PNC MORTGAGE

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

2-12-13
Date

_____ [Space Below This Line for Acknowledgments] _____

LENDER ACKNOWLEDGMENT

State of Ohio

County of Montgomery

The foregoing instrument was acknowledged before me this 2-12-13

(date) by **EILEEN BURRALL**, the **AUTHORIZED AGENT** of **PNC MORTGAGE**, a

_____, corporation, on behalf of the corporation

Elaine M Ruble
Notary Public



ELAINE M RUBLE
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 01-02-18

Printed Name: Elaine M Ruble

My commission expires: 1-2-18

PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION
3232 NEWMARK DR
MIAMISBURG, OH 45342

UNOFFICIAL COPY

In Witness Whereof, I have executed this Agreement.

Sharon Cosey (Seal)
Borrower
SHARON COSEY
2-1-13
Date

_____ (Seal)
Borrower

Date

_____ (Seal)
Borrower

Date

_____ (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 *2-1-13* (date) by

SHARON COSEY (name/s of person/s).

Beatriz Guerrero (Signature of Notary Public)

(Seal)



UNOFFICIAL COPY

EXHIBIT A

BORROWER(S): SHARON COSEY AN UNMARRIED WOMAN

LOAN NUMBER: 0002452176

LEGAL DESCRIPTION: COOK COUNTY, ILLINOIS

THE NORTHWESTERLY 1/2 OF OUTLOT 6 IN DOLTON IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE MAP THEREOF RECORDED MARCH 10, 1871 AS DOCUMENT 25549 IN BOOK 173 PAGE 6 AND RE-RECORDED APRIL 27, 1880 AS DOCUMENT 268819 IN BOOK 16 OF PLATS PAGE 34 (EXCEPT THE NORTHEASTERLY 100 FEET THEREOF)

ALSO KNOWN AS: 14347 LINCOLN AVENUE, DOLTON, ILLINOIS 60419

COSEY
46678728
IL
FIRST AMERICAN ELS
MODIFICATION AGREEMENT

UNOFFICIAL COPY

EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by **SHARON COSEY AN UNMARRIED WOMAN** to for **\$102,393.00** and interest, dated **JULY 24, 2003** and recorded on **SEPTEMBER 3, 2003** in **INSTRUMENT NO. 0324627085**.
Mortgage tax paid:

This mortgage was assigned from **MILLENIUM PLUS MORTGAGE** (assignor), to **NATIONAL CITY MORTGAGE CO.** (assignee), by assignment of mortgage dated **JULY 24, 2003** and recorded on **SEPTEMBER 3, 2003** in **INSTRUMENT NO. 0324627086**.