

This Document Prepared By:  
**TANYA A JERVIS**  
**PNC MORTGAGE, A DIVISION OF**  
**PNC BANK, NATIONAL**  
**ASSOCIATION**  
**3232 NEWMARK DR**  
**MIAMISBURG, OH 45342**  
**(888) 224-4700**

When recorded mail to: #7751865  
First American Title  
Loss Mitigation Title Services 11759.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: PROKOP - PROPERTY REPORT

Tax/Parcel No. 13204130340000

[Space Above This Line for Recording Data]  
Original Principal Amount: \$220,000.00      Freddie Mac Loan No.:436600382  
Unpaid Principal Amount: \$212,587.67      Loan No: 0005795010  
New Principal Amount \$266,670.62  
New Money (Cap): \$54,082.95

**LOAN MODIFICATION AGREEMENT (MORTGAGE)**  
**(To a Fixed Interest Rate)**

**IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED**

This Loan Modification Agreement (the "Agreement"), made and effective this **1ST** day of **MARCH, 2013**, between **PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION** ("Lender"), whose address is **3232 NEWMARK DR, MIAMISBURG, OH 45342**, and **MARIAN PROKOP, AN UNMARRIED PERSON** ("Borrower"), whose address is **5806 W ROSCOE ST, CHICAGO, ILLINOIS 60634**, modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated **APRIL 23, 2007**, in the original principal sum of U.S. **\$220,000.00** and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if

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any, dated the same date as the Note and recorded on **MAY 9, 2007** in **INSTRUMENT NO. 0712905118**, of the **OFFICIAL** Records of **COOK COUNTY, ILLINOIS**. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

**5806 W ROSCOE ST, CHICAGO, ILLINOIS 60634**  
[Property Address]

the real property described being set forth as follows:

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

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

1. Current Balance. As of **MARCH 1, 2013**, the amount payable under the Note and Security Instrument (the "New Principal Balance") is U.S. **\$266,670.62**. **\$67,385.97** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$199,284.65**.
2. Interest Rate. Borrower promises to pay the Interest Bearing Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of **4.0000%**, beginning **MARCH 1, 2013**, both before and after any default described in the Note. The yearly rate of **4.0000%** will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. **\$832.89**, beginning on the **1ST** day of **APRIL, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MARCH 1, 2053**, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. Place of Payment. Borrower must make the monthly payments at **3232 NEWMARK DR, MIAMISBURG, OH 45342** or such other place as Lender may require.
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
6. Property Transfer. 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 given in accordance with Section

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15 of the Security Instrument, 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 this Security Instrument without further notice or demand on Borrower.

7. Compliance with Covenants. 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.

Property of Cook County Clerk's Office

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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 where 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.

In Witness Whereof, the Lender have executed this Agreement.

**PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION**

By AMBER JOHNSTON (print name)  
Mortgage Officer (title)

4/8/13  
Date

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

### LENDER ACKNOWLEDGMENT

State of Ohio

County of Montgomery

The foregoing instrument was acknowledged before me this 4/8/13

(date) by **AMBER JOHNSTON**, the **MORTGAGE OFFICER** of **PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION**, a \_\_\_\_\_

corporation, on behalf of the corporation

Keith J. Bennett  
Notary Public

**KEITH J. BENNETT**  
NOTARY PUBLIC • STATE OF OHIO  
Recorded in Montgomery County

Printed Name: \_\_\_\_\_  
My commission expires: My commission expires Sept. 30, 2015



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

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In Witness Whereof, I have executed this Agreement.

Marian Prokop (Seal)  
Borrower

**MARIAN PROKOP**

03-29-13  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

**BORROWER ACKNOWLEDGMENT**

State of **ILLINOIS**

County of Cook

This instrument was acknowledged before me on March 29th, 2013 (date) by

**MARIAN PROKOP** (name/s of person/s).

Magda Stepkowski (Signature of Notary Public)

(Seal)



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## EXHIBIT A

**BORROWER(S): MARIAN PROKOP, AN UNMARRIED PERSON**

**LOAN NUMBER: 0005795010**

**LEGAL DESCRIPTION:**

**THE EAST THIRTY EIGHT (38) FEET OF THE WEST SEVENTY THREE (73) FEET OF LOT FORTY SEVEN (47) IN ATKINSON'S SUBDIVISION OF LOTS THREE (3), FOUR (4) AND FIVE (5) IN VOSS PARTITION OF EIGHTY (80) ACRES WEST OF AND ADJOINING THE EAST FORTY (40) ACRES WEST OF AND ADJOINING THE EAST FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LOTS ONE (1), TWO (2), THREE (3), NINE (9), TEN (10) AND ELEVEN (11) IN OWNERS' PARTITION OF LOTS SIX (6) TO TEN (10), INCLUSIVE IN VOSS' PARTITION AFORESAID, IN SECTION TWENTY (20), TOWNSHIP FORTY (40) ACRES OF THE SOUTH EAST QUARTER OF SECTION TWENTY (20), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL (132)4130340000**

**ALSO KNOWN AS: 5806 W ROSCOE ST, CHICAGO, ILLINOIS 60634**

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

  
47149507

PROKOP

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FIRST AMERICAN ELS  
MODIFICATION AGREEMENT



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