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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1322834000 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/16/2013 08:15 AM Pg: 1 of 7

Report Mortgage Fraud
800-532-8783

The property identified as: PIN: 16-21-422-013-0000

Address:

Street: 1925 S 49TH AVENUE

Street line 2:

City: CICERO

State: IL

ZIP Code: 60804

Lender: PNC BANK, NATIONAL ASSOCIATION

Borrower: PHILIP H MARTINEZ AND NOEMI M MARTINEZ

Loan / Mortgage Amount: \$81,403.82

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 7770 et seq. because the application was taken by an exempt entity.

Yes
7
/

	Yes
	No
	Yes
	Yes
	FM

Certificate number: 430818D3-6E6A-4850-B715-C1AE3EC09661

Execution date: 07/20/2013

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Parcel I.D. No. 16-21-422-013-0000

After Recording Return To:
BR-YB58-01-6 Lending Services
PNC Bank, National Association
PO Box 5570
Cleveland, OH 44101-8887

This document was prepared by Stephen Abel

_____[Space Above This Line For Recording Data]_____

MODIFICATION TO OPEN-END DEED OF TRUST/MORTGAGE

DS 0358

This Modification to Open-End Deed of Trust/Mortgage (this "Modification") is made as of July 03, 2013, between **PHILIP H MARTINEZ and NOEMI M MARTINEZ** (individually and collectively, the "Owner") with an address of **1925 S 49TH AVE CICERO IL 60804** and PNC Bank, National Association [successor in interest to(**Mid America Bank, fsb**)], with an address of 6750 Miller Road, Brecksville OH 44141 for itself, its successors and/or assigns, (the "Lender"). In this Modification, the word "Borrower" means each person, individually and jointly, who entered into the Home Equity Line of Credit Agreement (as hereinafter defined). The Open-End Deed of Trust/Mortgage is referred to as the "Security Instrument". All capitalized terms not defined in this Modification Agreement shall have the same meaning as given in the Security Instrument.

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A. Borrower has entered into a Home Equity Line of Credit Agreement (the "Line of Credit Agreement"), dated **March 24, 2000** which established a line of credit (the "Credit Line"), and which is secured by a Security Instrument dated **March 24, 2000** and recorded on **June 15, 2000** for **\$100,000.00** as Instrument No. **00440969** in Book n/a at Page n/a of the **COOK** County Land Records, covering real property located at **1925 S 49TH AVE CICERO IL 60804** (the "Property"), and described as follows:

SEE ATTACHED EXHIBIT "A"

B. Borrower has requested and Lender has agreed to modify certain terms of the Line of Credit Agreement and Security Instrument, subject to preconditions and terms as set forth in the Home Equity Line of Credit Modification Agreement dated the same date as this Modification.

NOW WHEREFORE, in consideration of the mutual promises contained in this Modification, Owner and Lender agree as follows:

This Modification will not take effect to modify the Security Instrument unless the preconditions set forth in the Home Equity Line of Credit Modification Agreement have been satisfied.

MODIFICATION OF SECURITY INSTRUMENT. As of **July 18, 2013** (the "Modification Effective Date"), the Security Instrument is modified as follows:

1. Maturity Date of Security Instrument. The date on which all amounts owing under the Security Instrument and Home Equity Line of Credit Modification Agreement are due is called the "Maturity Date". The Maturity Date is **January 24, 2040**, which may have been extended beyond the maturity date in the Security Instrument.

2. The new balance under the Home Equity Line of Credit Modification Agreement and which is secured by the Security Instrument is **\$81,403.82** (the "New Balance"). The New Balance includes all amounts owing as of the Modification Effective Date, and consists of the unpaid principal balance of the loans or credit advances made to Borrower under the Line of Credit Agreement, including any fixed rate advances, unpaid finance charges, and amounts paid to third parties for flood insurance premiums on the Property, unpaid taxes, including interest and penalties and/or court costs and attorneys' fees to enforce Lender's rights. As provided in the Home Equity Line of Credit Modification Agreement, part of the New Balance shall be deferred and shall be payable when the final payment is due. The interest rates and monthly payments in the Line of Credit Agreement have been modified as provided in the Home Equity Line of Credit Modification Agreement.

3. On the Maturity Date, the final payment will be an amount equal to (i) the unpaid balance of the New Balance, including the deferred balance, plus (ii) all accrued and unpaid interest on the New Balance, plus (iii) any other amounts owed under the Home Equity Line of Credit Modification Agreement and the Security Instrument.

4. A default under the Home Equity Line of Credit Modification Agreement will be a default under this Modification and Lender shall have all of its rights and remedies under the Security Instrument.

B. ADDITIONAL AGREEMENTS. Owner understands and agrees to the following:

1. All persons who signed the Security Instrument, or their authorized representative(s) have signed this Modification, unless: (i) an Owner or co-Owner is deceased; (ii) the Owner and co-Owner 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 Modification (although the non-signing spouse may be held liable for the obligations under the Line of Credit Agreement); or (iii) the Lender has waived this requirement in writing.

2. Any Owner who signs this Modification but did not sign the Line of Credit Agreement and Home Equity Line of Credit Modification Agreement is not personally obligated to pay the sums secured by the Security Instrument as modified by this Modification.

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3. As of the Modification Effective Date, Borrower understands that Lender will only allow the transfer and assumption of the Security Instrument and Home Equity Line of Credit Modification 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 Security Instrument or any of the loan documents including the Home Equity Line of Credit Modification Agreement. Except as provided in this Section B(3), this Security Instrument may not be assigned to, or assumed by, a buyer or transferee of the Property.

4. This Modification will not be understood or construed as a satisfaction or release, in whole or in part, of the obligations in the Security Instrument, or to satisfy or release the Security Instrument, in whole or in part.

5. Except as expressly modified by this Modification, Owner will comply with and is bound by all covenants, agreements, and requirements of the Security Instrument.

6. The Security Instrument as modified by this Modification is a duly valid, binding agreement, enforceable in accordance with its terms and is hereby reaffirmed and remains in full force and effect.

7. Owner will execute and deliver such other documents as may be reasonably necessary to either: (i) put into effect the terms and conditions of this Modification or (ii) correct the terms and conditions of this Modification if an error is detected after the Modification Effective Date. Owner understands that a correct Modification or letter agreement containing the correction will be provided to Owner for Owner's signature. At Lender's option, this Modification will be void and of no legal effect upon notice of such error. If Owner elects not to sign any such corrected Modification or letter agreement, the terms of the original loan documents shall continue in full force and effect and the terms of the Line of Credit Agreement and Security Instrument will not be modified.

8. If any document, including the Security Instrument, related to this Modification is lost, misplaced, misstated, inaccurately reflects the true terms and conditions of the loan as modified, or is otherwise missing, Owner 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.

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In Witness Whereof, the Owner(s) have executed this Modification to Open-End Deed of Trust/Mortgage.

Witness:

Owner:

Dr. Philip H. Martinez
PHILIP H MARTINEZ

Noemi M. Martinez
NOEMI M MARTINEZ

_____ [Space Below This Line For Acknowledgment] _____

STATE OF IL) SS
COUNTY OF Cook)

On (Month/Day/Year) July 20 2013, personally appeared **PHILIP H MARTINEZ and NOEMI M MARTINEZ**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal

Notary Signature _____
Notary Printed Name: Gladys Perez
My Commission Expires: Dec 11 2015
County of Residence: US / Cook



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EXHIBIT "A" LEGAL DESCRIPTION

Page: 1 of 1

Account #: 21487777
Order Date : 10/19/2012
Reference :
Name : PHILLIP MARTINEZ
Deed Ref: 3471689

Index #:
Registered Land:
Parcel #: 16-21-422-013-0000

LOT 28 IN BLOCK 2 IN ELAINE SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (EXCEPT THAT PART TAKEN FOR STREETS) IN SECTION 21, TOWN 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 3471689, OF THE COOK COUNTY, ILLINOIS RECORDS.

