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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/04/2014 12:02 PM Pg: 1 of 5

This Instrument was prepared by:
Amanda Newman
PNC Mortgage, a Division of PNC Bank, NA
3232 Newmark Drive
Miamisburg, OH 45342

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Miamisburg, OH 45342

Loan #0006273289
Tax ID #17094180141230

LOAN MODIFICATION AGREEMENT (Providing for Fixed Rate)

This Loan Modification Agreement ("Agreement"), made this 19th day of June, 2014, between CEASAR LOMNICKI and MALGORZATA LOMNICKI, HUSBAND and WIFE ("Borrower") and PNC Mortgage, a division of PNC Bank, NA, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **January 5, 2010** and recorded in Instrument Number 1002222035 recorded on January 22, 2010 in the amount of \$156,500.00, of the Official Records recorded in the Official Records of Cook County, Illinois and (2) the Note 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 182 W LAKE ST, CHICAGO, IL 60601, the real property described being set forth as follows:

SEE ATTACHED EXHIBIT "A"

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 January 1, 2010, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$156,500.00** consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 5.375% from January 1, 2010, and Borrower promises to pay monthly payments of **principal and interest** in the amount of **\$156,500.00** beginning on the **1st** day of February, 2010 and shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the 1st day of January, 2040, (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

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3. 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.
- a) 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 delivered or mailed 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 the Security Instrument without further notice or demand on Borrower.
4. 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; however, the following terms and provisions are forever canceled, 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- b) all terms and provisions of any adjustable rate rider or Timely Payment Rewards Rider, where applicable, 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. Borrower understands and agrees that:
- a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- c) 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.
- d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- e) Borrower agrees to make and execute such other documents or papers as may be necessary or required 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.

6. BORROWER'S ACKNOWLEDGMENT

UNDER PENALTY OF PERJURY, ALL DOCUMENTS AND INFORMATION BORROWER HAS PROVIDED TO LENDER IN CONNECTION WITH THIS AGREEMENT ARE TRUE, COMPLETE AND CORRECT.

Initials: _____

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MORTGAGOR:

Cesar Lomnicki

CEASAR LOMNICKI - Borrower

Malgorzata Lomnicki

MALGORZATA LOMNICKI - Borrower

Lender: PNC Mortgage, a Division of PNC Bank, NA

By: *[Signature]*
Authorized Signature

DEWOLFE R TURPEAN

Its: *Assistant Vice President*

Authorized Representative Title

AVP

Property of Cook County Clerk's Office

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Certificate of Acknowledgement

By Individuals-

State of Illinois
County of LaSalle

On this the 21st day of July, 20 14, before me, the undersigned Notary Public, personally appeared Cesar Lomnicki + Malgorzata Lomnicki, proven to me on the basis of satisfactory evidence to be the person(s) whose name(s) was/were subscribed to the written instrument, and acknowledged that he/she/they executed it.
WITNESS my hand and official seal.

In witness whereof, I hereunto set my hand and official seal.

Notary Public: Carol L. Vega
My Commission Expires: 5-18-2018



By a Corporation-

State of Ohio
County of Montgomery

On this, the 22nd day of August, 20 14, before me, the undersigned Notary Public, personally appeared Dewette R. Turpeau III who acknowledged himself to be the Mortgage Officer, of PNC Mortgage, a division on PNC Bank, NA, and that he as such Mortgage Officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by herself as Mortgage Officer.

Any deed, conveyance, mortgage or other instrument in writing made and executed by a corporation, may be acknowledged by any officer of said corporation whose signature appears on such deed, conveyance, mortgage or other instrument in writing in execution or in attestation of the extension thereof.

In witness whereof, I hereunto set my hand and official seal.



Notary Public: Hope M. Harvey
My Commission Expires: 6/25/2018

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Exhibit "A" Legal Description

ALL THOSE CERTAIN CONDOMINIUM UNITS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, BEING KNOWN AND DESIGNATED AS FOLLOWS:

PARCEL 1: UNIT(S) 1807 IN THE CENTURY TOWER PRIVATE RESIDENCES, A CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 1 AND 2 IN METROPOLITANS RESUBDIVISION OF LOT 5 IN BLOCK 19 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS APPENDIX "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0634109069, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF N/A, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0634109069.

PARCEL 3: NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, SUPPORT, USE AND ENJOYMENT AS SET FORTH IN AND CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR 182 WEST LAKE, CHICAGO, ILLINOIS, RECORDED AS DOCUMENT NUMBER 0634109069.

TAX ID: 17-09-418-014-1230