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This Document Prepared By:
DENISE K STEWART
PNC Mortgage, a division of PNC Bank, N.A.
3232 Newmark Dr
Miamisburg, OH 45342
(888) 224-4702

~~When recorded mail to:~~ #:8994976
First American Title
Loss Mitigation Title Services 11759.1
P.O. Box 27670
Santa Ana, CA 92799
RE: CEDICCI - PROPERTY REPORT

Tax/Parcel No. 17084080131016

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Original Principal Amount: \$650,000.00 Investor Loan No.: 0004486747
Unpaid Principal Amount: \$622,000.00 Loan No: 0004486747
New Principal Amount \$670,296.64
New Money (Cap): \$48,296.64

49315917

LOAN MODIFICATION AGREEMENT (MORTGAGE)
(Providing for Step Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 1ST day of SEPTEMBER, 2014, between ANTHONY CEDICCI ("Borrower") whose address is 1152 WEST WEST FULTON MARKET #5B, CHICAGO, ILLINOIS 60607 and PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION ("Lender"), whose address is C/O PNC MORTGAGE, 3232 NEWMARK DRIVE, MIAMISBURG, OH 45342, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated JANUARY 12, 2006 and recorded on FEBRUARY 7, 2006 in INSTRUMENT NO. 0603849041, of 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

1152 WEST WEST FULTON MARKET #5B, CHICAGO, ILLINOIS 60607
(Property Address)

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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, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **SEPTEMBER 1, 2014**, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. **\$670,296.64**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. **\$305,745.26** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower 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 **\$364,551.76**. Interest will be charged on the Interest Bearing Principal Balance for the first **60** months at the yearly rate of **2.0000%** from **SEPTEMBER 1, 2014**, however, the interest rate Borrower will pay may change in accordance with the terms of the Note. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,103.96** beginning on the **1ST** day of **OCTOBER, 2014**. The new Maturity Date will be **SEPTEMBER 1, 2054**. Borrower's payment schedule for the modified loan is as follows:

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Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On	Number of Monthly Payments
1-60	2.0000%	09/01/2014	\$1,103.96	10/01/2014	60
61-72	3.0000%	09/01/2019	\$1,282.54	10/01/2019	12
73-84	4.0000%	09/01/2020	\$1,471.05	10/01/2020	12
85-480	4.1250%	09/01/2021	\$1,495.00	10/01/2021	396

Borrower shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **SEPTEMBER 1, 2054**, (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.

3. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
4. If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.
5. 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 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.

6. 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.I. 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

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provisions as those referred to in (a) above.

7. 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.

8. **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**

9. Notwithstanding anything to the contrary contained in this Agreement, Borrower and Lender acknowledge the effect of a discharge in bankruptcy that has been granted to Borrower prior to the execution of this Agreement and that Lender may not pursue Borrower for personal liability. However, Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. The parties agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default thereunder. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.

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In Witness Whereof, the Lender have executed this Agreement.

PNC MORTGAGE, A DIVISION OF PNC BANK, NA AS SUCCESSOR BY MERGER TO FKA NATIONAL CITY MORTGAGE CO.

By **AMBER JOHNSTON**
Mortgage Officer

(print name)
(title)

09-29-14
Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

State of Ohio

County of Montgomery

The foregoing instrument was acknowledged before me this 09-29-14
(date) by **AMBER JOHNSTON**, the **MORTGAGE OFFICER** of **PNC MORTGAGE, A DIVISION OF PNC BANK, NA AS SUCCESSOR BY MERGER TO FKA NATIONAL CITY MORTGAGE CO.**, a

corporation, on behalf of the corporation



Notary Public



SHARTA WISE
NOTARY PUBLIC
IN AND FOR THE STATE OF OHIO
MY COMMISSION EXPIRES SEPT. 30, 2015

Printed Name: Sharta Wise
My commission expires: 9-30-2015

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.

ACel (Seal)

Borrower
ANTHONY CEDICCI

Date 9.19.14

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

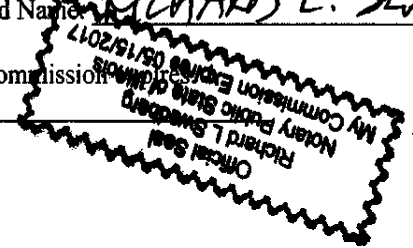
County of COOK

This instrument was acknowledged before me on 9/19/2014 (date) by

ANTHONY CEDICCI (name/s of person/s acknowledged).

Richard L. Swedberg
Notary Public


(Seal)
Printed Name RICHARD L. SWEDBERG

My Commission Expires 09/15/2017


UNOFFICIAL COPY**EXHIBIT A****BORROWER(S): ANTHONY CEDICCI****LOAN NUMBER: 0004486747****LEGAL DESCRIPTION:**

THE PROPERTY DESCRIBED IS LOCATED IN THE CITY OF CHICAGO, COUNTY OF COOK, AND STATE OF ILLINOIS: UNIT NUMBER 5B, P2 AND P3 IN THE 1150 W. FULTON CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 23, 24, 25, AND 26 IN THE SUBDIVISION IF BLOCK 11 IN CARPENTER'S ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT NO. 021166414 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS AMENDED FROM TIME TO TIME. SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN. SUBJECT TO: 1. THE DECLARATION; 2. PUBLIC AND UTILITY EASEMENTS; 3. COVENANTS, CONDITIONS, RESTRICTIONS OF RECORD AS TO USE AND OCCUPANCY; 4. APPLICABLE ZONING AND BUILDING LAWS, ORDINANCES AND RESTRICTIONS; 5. ROADS AND HIGHWAYS, IF ANY; 6. PROVISIONS OF THE CONDOMINIUM PROPERTY ACT OF ILLINOIS; 7. INSTALLMENTS DUE AFTER THE DATE OF CLOSING OF ASSESSMENTS ESTABLISHED PURSUANT TO THE DECLARATION; AND 8. ACTS DONE OR SUFFERED BY THE PURCHASER. PARCEL ID NUMBER: 17-08-408-013-1016, 1019, 1020

ALSO KNOWN AS: 1152 WEST WEST FULTON MARKET #5B, CHICAGO, ILLINOIS 60607

 CEDICCI
 49315917 IL
FIRST AMERICAN ELS
MODIFICATION AGREEMENT
