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Doc#. 1528857186 Fee: \$58.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 10/15/2015 10:43 AM Pg: 1 of 6

This Document Prepared By:
MARILYN MARIE MCDONOUGH
PNC BANK, NATIONAL
ASSOCIATION, SUCCESSOR BY
MERGER TO NATIONAL CITY
MORTGAGE, A DIVISION OF
NATIONAL CITY BANK

3232 NEWMARK DR MIAMISBURG, OH 45342 (888) 224-4702

When recorded mail to: #:9891312

First American Title Loss Mitigation Title Services 1454.1

P.O. Box 27670 Santa Ana, CA 92799

RE: SOBIE - MOD REC SVC

Tax/Parcel #: 27243070061032

WHEN RECORDED, RETURN TO: FIRS: / AMERICAN TITLE INSURANCE CO. 1100 SULE LIOR AVENUE, SUITE 200 CLEVELAN ?, OHIO 44114 NATIONAL RECORDING

[Space Above This Line for Recording Data]

Original Principal Amount: \$135,000.00 Unpaid Principal Amount: \$132,130.42

New Principal Amount \$135,352.40 New Money (Cap): \$3,221.98

New Money (Cap): \$3,221.98

Freddie Mac Lan No.:0452819636

Loan No: 0005302852

# 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 24TH day of JULY, 2015, between PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) - Single Family - Freddie Mac UNIFORM INSTRUMENT Form 5161 07272015 57

First American Mortgage Services

Page 1

0005302862

1528857186 Page: 2 of 6

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("Lender"), whose address is 3232 NEWMARK DR, MIAMISBURG, OH 45342, and TIMOTHY S SOBIE AND FRANCES L SOBIE HUSBAND AND WIFE ("Borrower"), whose address is 7945 WEST 164TH COURT, TINLEY PARK, ILLINOIS 60477, modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated DECEMBER 21, 2006, in the original principal sum of U.S. \$135,000.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, the Note bearing the same date as and recorded on DECEMBER 28, 2006 in INSTRUMENT NO. 0636233004, 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:

## 7945 WEST 164TH COURT, TINLEY PARK, ILLINOIS 60477

[Property Address]

the real property described being set forth as follows:

#### " SEE ATTACHED SCHEDULE A "

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 AJCUST 1, 2015, the amount payable under the Note and Security Instrument (the "New Principal Balance") is U.S. \$135,352.40. \$40,600.00 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 Berring Principal Balance" and this amount is \$94,752.40.
- 2. <u>Interest Rate</u>. 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 2.0000%, beginning AUGUST 1, 2015, both before and after any default described in the Note. The yearly rate of 2.0000% 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. \$286.93, beginning on the 1ST day of SePTEMBER, 2015, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on AUGUST 1, 2055, (the "Maturity Date"), Borrower still owes arounts 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.
- 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.

0005302862

1528857186 Page: 3 of 6

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6. <u>Property Transfer.</u> 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 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. <u>Compliance with Covenants</u>. 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, impourus, and all other payments that Borrower is obligated to make under the Security Instrument.
- 8. Nothing in this A greement 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 course with, all of the terms and provisions thereof, as amended by this Agreement.

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MODIFICATION AGREEMENT

1528857186 Page: 4 of 6

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In Witness Whereof, I have executed this Agreement.	
Chair IS S.M.	8.11.15
Borrower: TIMOTHY S SOBIE	Date
Janes L'Aobie	8-11-15
Borrower: FRANCES L SOBIE	Date
Borrower:	Date
Borrower:  [Space Below This Line for Acknowledgme	Date nts]
BORROWER ACKNOWLEDGMENT State of ILLINOIS	
County of Cook	
This instrument was acknowledged refore me on <u>August</u>	<u>11 , 2015</u> (date) by
TIMOTHY S SOBIE, FRANCES L SOLIF (rame/s of person/s acknow	ledged).
Notary Public  Seedl  Printed Name ANU A GOV	NNA GORLO FICIAL SEAL ublic, State of Illinois mmission Expires tember 29, 2018
My Commission expires:  50.29, 2018	, 9/4,
	Sty's Office

1528857186 Page: 5 of 6

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In Witness Whereof, the Lender have executed this Agreement.

PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK By AMBER JOHNSTON (print name) (title) Mortgage Officer [Space Below This Line for Acknowledgments] LENDER ACKNOWLEDGMENT County of Montgon in The foregoing instrument was a knowledged before me this \_ (date) by AMBER JOHNSTON, the MORTGAGE OFFICER of PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MEXCER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK national association, on behalf of the national , a\_ association 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** 

1528857186 Page: 6 of 6

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## **Exhibit A**

### **Legal Description**

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF TINLEY PARK, COUNTY OF COOK AND STATE OF ILLINOIS:

UNIT NUMBER 128, IN LOT 4, IN BREMETOWNE ESTATES, UNIT NUMBER 6, PHASE NUMBER 2, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24; OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24; OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24; OF PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24; ALSO, OF PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25; OF PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGO 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS DELINEATED ON SURVEY OF LOT 4; WHICH SURVEY IS ATTACHED AS EXHIBIT "A"-1, TO THE DECLAKA. JON MADE BY THE BEVERLY BANK, AS TRUSTEE UNDER TRUST NUMBER 83151, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS OCCUMENT NUMBER 21860503, DATED APRIL 7, 1972; TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID LOT 4, AFORESAID, (EXCEPTING FROM SAIP LOT 4, ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF, AS DEFINED AND SET FORTH IN THE SAID DECLARATION AND SURVEY), ALL IN COOK COUNTY, ILLINOIS.

PARCEL ID NO: 27-24-307-006-1002

FOR INFORMATIONAL PURPOSES CNLY, PROPERTY ALSO KNOWN AS: 7945 164TH CT, TINLEY PARK, IL 60477-1472.