

# UNOFFICIAL COPY

Doc#: 1529249060 Fee: \$58.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/19/2015 09:14 AM Pg: 1 of 6

This Document Prepared By:  
**ERIN HATFIELD**  
**PNC MORTGAGE, A DIVISION OF PNC BANK,**  
**NATIONAL ASSOCIATION**  
**3232 NEWMARK DR**  
**MIAMISBURG, OH 45342**  
**(888) 224-4702**

First American Title #: 9611917  
First American Title  
Loss Mitigation Title Services 1454.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: GARDNER - PROPERTY REPORT

**Tax/Parcel #: 29091040380000**

[Space Above This Line for Recording Data]

**Original Principal Amount: \$87,776.00**

**FHA/VA Case No.: 137-2326923 703**

**Unpaid Principal Amount: \$72,618.41**

**Loan No: 0002221682**

**New Principal Amount \$58,630.85**

**New Money (Cap): \$4,169.87**

## LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **26TH** day of **AUGUST, 2015**, between **TONI L GARDNER MARRIED TO OWENS GARDNER** ("Borrower") whose address is **14377 SOUTH PARK AVENUE, HARVEY, ILLINOIS 60426** and **PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST TO NATIONAL CITY REAL ESTATE SERVICES, LLC, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, INC., FORMERLY KNOWN AS NATIONAL CITY MORTGAGE CO.** ("Lender"), whose address is **3232 NEWMARK DR, 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 **JULY 2, 2003** and recorded on **AUGUST 7, 2003** in **INSTRUMENT NO. 0321933190**, 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

**14377 SOUTH PARK AVENUE, HARVEY, ILLINOIS 60426**

(Property Address)

the real property described being set forth as follows:

**UNOFFICIAL COPY****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, 2015** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$58,630.85**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$4,169.87** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed. **This Unpaid Principal Balance has been reduced by the contemporaneous HUD Partial Claim amount of \$18,157.43. This agreement is conditioned on the proper execution and recording of this HUD Partial Claim.**
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 **3.8750%**, from **SEPTEMBER 1, 2015**. Borrower promises to make monthly payments of principal and interest of U.S. **\$ 275.70**, beginning on the **1ST** day of **OCTOBER, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.8750%** will remain in effect until principal and interest are paid in full. If on **SEPTEMBER 1, 2045** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
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.

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

# UNOFFICIAL COPY

- (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. **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.**
6. 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 as 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.
7. Borrower agrees to make and execute other documents or papers as may be necessary 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.

# UNOFFICIAL COPY

In Witness Whereof, I have executed this Agreement.

Toni L Gardner  
Borrower: TONI L GARDNER

9-4-15

Date

Owens Gardner  
Borrower: OWENS GARDNER

9-4-15

Date

Borrower: \_\_\_\_\_

Date

Borrower: \_\_\_\_\_

Date

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

### BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of COOK

This instrument was acknowledged before me on SEPTEMBER 4, 2015 (date) by

TONI L GARDNER, OWENS GARDNER (name/s of person/s acknowledged).

Michael A. Sacha

Notary Public

(Seal)

Printed Name: MICHAEL A. SACHA




My Commission expires:

02/24/2019

# UNOFFICIAL COPY

In Witness Whereof, the Lender has executed this Agreement.


**PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST TO NATIONAL CITY REAL ESTATE SERVICES, LLC, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, INC., FORMERLY KNOWN AS NATIONAL CITY MORTGAGE CO.**

  
 By EILEEN BURRALL (print name) 9-14-15 Date  
 Mortgage Officer (title)  
 \_\_\_\_\_ [Space Below This Line for Acknowledgments] \_\_\_\_\_

State of Ohio

County of Montgomery

The foregoing instrument was acknowledged before me this 9-14-15  
 (date) by EILEEN BURRALL, the **MORTGAGE OFFICER** of **PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST TO NATIONAL CITY REAL ESTATE SERVICES, LLC, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, INC., FORMERLY KNOWN AS NATIONAL CITY MORTGAGE CO.**,  
 \_\_\_\_\_,  
 corporation, on behalf of the corporation

  
 Notary Public



ELAINE M RUBLE  
 NOTARY PUBLIC - OHIO  
 MY COMMISSION EXPIRES 01-02-18

Printed Name: Elaine M Ruble  
 My commission expires: 1-2-18

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

# UNOFFICIAL COPY

## EXHIBIT A

**BORROWER(S): TONI L GARDNER MARRIED TO OWENS GARDNER**

**LOAN NUMBER: 0002221682**

**LEGAL DESCRIPTION:**

**THE PROPERTY DESCRIBED IS LOCATED IN THE CITY OF HARVEY, IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS.**

**LOT 38 IN BLOCK 1 IN STREAMSIDE PARK, A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 8 AND PART LYING NORTH OF THE RIVER AND WEST OF THE RAILROAD IN SECTION 9, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**PARCEL ID: 29091040380000**

**ALSO KNOWN AS: 14377 SOUTH PARK AVENUE, HARVEY, ILLINOIS 60426**

 **GARDNER**  
**50669917**  
**FIRST AMERICAN ELS**  
**MODIFICATION AGREEMENT**  


*Handwritten signature*

WHEN RECORDED, RETURN TO:  
 FIRST AMERICAN TITLE INSURANCE CO.  
 1100 SUPERIOR AVENUE, SUITE 200  
 CLEVELAND, OHIO 44114  
 NATIONAL RECORDING