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Doc#. 1532949416 Fee: \$60.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 11/25/2015 01:42 PM Pg: 1 of 7

This Document Prepared By: SUSAN ANN E7 TE BURNS PNC MORTGAGU A DIVISION OF PNC BANK, NATIONAL ASSOCIATION 3232 NEWMARK DR **MIAMISBURG, OH 45342** (888) 224-4702

First American Title

Loss Mitigation Title Services 11759.1

P.O. Box 27670 Santa Ana, CA 92799

RE: CHIYA - MOD REC SVC

Tax/Parcel #: 14-33-209-010-1061

[Space Above This Line for Recording Data]

Original Principal Amount: \$217,200.00 Unpaid Principal Amount: \$199,110.72

New Principal Amount \$258,324.79

New Money (Cap): \$59,214.07

Freddie Mac Loan No.:448284073

Loan No. 0003753033

LOAN MODIFICATION AGREEMENT (MORTGAGE) (To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO OPICINAL 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 179E LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement (the "Agreement"), made and effective this 26TH day of OCTOBER, 2015, between 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, and URAI T CHIYA AN UNMARRIED WOMAN ("Borrower"), whose address is 2000 N LINCOLN PARK WEST #706, CHICAGO, ILLINOIS 60614, modifies and amends certain terms of Borrower's indebtedness

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) - Single Family - Freddie Mac UNIFORM INSTRUMENT Form 5161 10052015_57

First American Mortgage Solutions

0003753033

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evidenced by (1) the Note (the "Note") to Lender dated **DECEMBER 13, 2004**, in the original principal sum of U.S. \$217,200.00 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 JANUARY 20, 2005 in INSTRUMENT NO. 0502011167, 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:

2000 N LINCOLN PARK WEST #706, CHICAGO, ILLINOIS 60614 [Property Address]

the real property described being set forth as follows:

SEE ATTACHED EXHIBIT A

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding and bring to the contrary contained in the Note and Security Instrument):

- 1. <u>Current Balance</u>. As of **NOVEMBER 1, 2015**, the amount payable under the Note and Security Instrument (the "Onpaid Principal Balance") is U.S. \$258,324.79.
- 2. <u>Interest Rate</u>. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be clarged on the Unpaid Principal Balance at the yearly rate of 5.0000%, beginning NOVEMBER 1, 2015 both before and after any default described in the Note. The yearly rate of 5.0000% will remain in effect until principal and interest is paid in full.
- 3. Monthly Payments and Maturity Date. Forcewer promises to make monthly payments of principal and interest of U.S. \$1,245.63, beginning on the 1ST day of DECEMBER, 2015, and continuing thereafter on the same day of each succeeding menth until principal and interest are paid in full. If on NOVEMBER 1, 2055, (the "Maturity Date"), Porcewer still owes amounts 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.
- 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

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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. Compliance with Covenants. 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.
- 8. 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 where otherwise specifically provided in this nen, und by, .

 ORCOOK COUNTY CLOTHES OFFICE 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.

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In Witness Whereof, I have executed this Agreement.	سراء اس
Borrower: URAI T CHIYA	Date
Borrower:	Date
Borrower:	Date
Borrower:	Date
[Space Below This Line for Acknowledgments]	
BORROWER ACKNOWLEDGMENT State of ILLINOIS	
County of COOK Ox	
This instrument was acknowledged before me on November 2, 2	(date) by
URAI T CHIYA (name/s of person/s acknow'edged).	
Notal Public Cycian C	
Notally Public (Seal) Printed Name: Denise Azizian My Commission expires: 8/5/2017 OFFICIAL SEAL DENISE AZIZIAN Notary Public - State of Illinois My Commission - State of Illinois	
My Commission expires: 8/5/2017	
OFFICIAL SEAL DENISE AZIZIAN Notary Public State	
Notary Public - State of Illinois My Commission Expires Aug 5, 2017	Upsc.

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In Witness Whereof, the Lender have 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 AMBER JOHNSTON (print name) Mortgage Officer (title) [Space Below This Line for Acknowledgments] LENDER A CHNOWLEDGMENT State of (County of Montgomers 11-6-15 The foregoing instrument was acknowledged before me this (date) by AMBER JOHNSTON, the MORTGAGE OFFICER of PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR IN INVEREST 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 SHARITA WISE NOTARY PUBLIC STATE OF OHIO ECORDED IN Notary Public MON GOMERY COUNTY My Com mission Expires Septemb s. 50, 2020 My commission expires: PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION 3232 NEWMARK DR

MIAMISBURG, OH 45342

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Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between 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.

(the "Lender") and URAI T CHIYA AN UNMARRIED WOMAN (the "Borrower") dated OCTOBER 26, 2015 the "Loan Modification Agreement").

Notwiths and ing anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution her so and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge the tree Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate fire unstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from present; exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations thereunder. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Notwithstanding any monthly provinents hereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt, that was discharged in bankruptcy.

Signed this day of Normber, 20 15.

Lender

By:
Name: Amber Scha Star

Mortfel & Off. ac

(BORROWER MUST INITIAL HERE) UTC

Borrower

Unan Schaper

UTAIT CHIYA

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Exhibit A

Legal Description

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE CITY OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS.

UNIT NO(S): 706 IN THE 2000 NORTH LINCOLN PARK WEST PRIVATE RESIDENCES, A CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 1, 2, 3, 4, 5 AND 6 IN THE SUBDIVISION OF BLOCK 32 IN THE CANAL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINO'S; WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0434834091, TOGETHER WI'. ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, USE, ENJOYMENT AND SUPPORT AS SET FORTH IN AND CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RECIPROCAL EASEMENTS RECORDED AS DOCUMENT NUMBER 0434834090.

TAX ID# 14-33-209-010-1061

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY ALSO KNOWN AS: 2000 N LINCOLN PARK W CHICAGO, IL 60614-4753.

IL

FIRST AMERICAN ELS
MODIFICATION AGREEMENT

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

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