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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1534419016 Fee: \$58.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/10/2015 09:18 AM Pg: 1 of 11

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 19-12-302-030-0000

Address:

Street: 5126 S WHIPPLE ST

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60632

Lender: PNC BANK NATIONAL ASSOCIATION

Borrower: CARLOS CERDA

Loan / Mortgage Amount: \$6,765.50

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 777/0 et seq. because the application was taken by an exempt entity.

S y
P ll
S N
M N
SC y
E y
INT d

Certificate number: 6DD39165-0C7A-441D-9D21-796C965E12A6

Execution date: 9/11/2015

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This document was prepared by Emil Popescu - *PNC BANK*
Parcel # 19-12-302-030-0000, 6750 MILLER RD BRECKSVILLE, OHIO
After Recording Return To: *4414*
 PNC Bank
 6750 Miller Rd.
 Locator: BR-YB58-01-3
 Brecksville, OH, 44141
 Toll-Free: (866) 622-2657

[Space Above This Line For Recording Data]

HOME AFFORDABLE HOME EQUITY LINE OF CREDIT MODIFICATION AGREEMENT
 (With Balloon Payment)

THIS MODIFICATION AGREEMENT PROVIDES FOR PAYMENT IN FULL OF THE UNPAID BALANCE OF THE AGREEMENT AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OWED UNDER THE MODIFICATION AGREEMENT, UNPAID INTEREST AND OTHER SUMS THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE UNPAID BALANCE OF THE MODIFICATION AGREEMENT AT MATURITY. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS MODIFICATION AGREEMENT WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS MODIFICATION AGREEMENT AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

This Home Affordable Home Equity Loan Modification Agreement (this "2MP Modification Agreement") is made as of 8/25/2015, between CARLOS CERDA (individually and collectively, the "Borrower") and PNC Bank, National Association*, for itself, its successors and/or assigns, (the "Lender"). If Borrower's representations, acknowledgments, agreements and preconditions to modification in Section 1 continue to be true in all material respects, then this 2MP Modification Agreement will, as provided in such Section 1, amend and supplement (1) the installment note dated 1/27/2007, as it may previously have been amended, (the "Note" and (2) the Mortgage, Deed of Trust or Security Deed, (the "Security Instrument"), bearing the same date as and securing, the Note and recorded in Book/Page or Instrument Number 0703808106, in the COOK County Records of IL which covers the certain property described in the Security Instrument and defined therein as the "Property", commonly known as 5126 S WHIPPLE ST CHICAGO, IL 60632, the real property described being set forth as follows:

SEE ATTACHED EXHIBIT "A"

*If another lender is identified in the Loan Documents, PNC Bank, National Association is the successor by merger to such lender.

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The Agreement and Security Instrument together, as they may previously have been amended, are referred to as the "Loan Documents." The Borrower and Lender are sometimes collectively referred to together as the "Parties" and each as a "Party." Capitalized terms used in this 2MP Modification Agreement and not defined herein have the meaning given to them in the Loan Documents.

Borrower understands that after Borrower signs and returns two copies of this 2MP Modification Agreement to the Lender, the Lender will send Borrower a signed copy of this 2MP Modification Agreement. **This 2MP Modification Agreement will not take effect to modify the Loan Documents unless the preconditions set forth in Section 1 have been satisfied.**

Please Note: Items preceded by "" are not applicable unless marked "" or the equivalent.

In consideration of the mutual promises and agreements exchanged, and intending to be legally bound, the Parties agree as follows:

1. Borrower's Representations, Acknowledgments and Agreements and the Preconditions to Modification. Borrower represents, acknowledges and agrees that:

- a. Under penalty of perjury, (i) all documents and information provided by Borrower to Lender are true and correct, (ii) Borrower lives in the Property and (iii) the Property is Borrower's principal residence.
- b. Borrower will sign and return this 2MP Modification Agreement as required by the Lender on or before 10/15/2015.
- c. If, prior to the Modification Effective Date (as defined in Section 2), (i) the Lender determines that Borrower's representations in Section 1(a) are no longer true and correct, (ii) if required, Borrower has not made all trial period payments required under any 2MP Trial Period Plan, (iii) the modification of Borrower's loan secured by a first lien mortgage, deed of trust or security deed on the Property (the "First Mortgage Loan") under the Home Affordable Modification Program ("HAMP") is not in good standing, or (iv) Borrower has not signed and returned this 2MP Modification Agreement as required in Section 1(b), the Loan Documents will not be modified, this 2MP Modification Agreement will not take effect and the Lender will have all of its rights and remedies as provided by the Loan Documents.
- d. The Loan Documents will not be modified unless and until (i) Borrower receives a copy of the 2MP Modification Agreement signed by the Lender, (ii) the Lender has received any title endorsement(s), title insurance product(s) subordination agreement(s) and/or mortgage insurer approval(s) that the Lender deems necessary to ensure that the Security Instrument, as modified, retains the same lien position that it was in prior to the 2MP Modification Effective Date (as defined in Section 2) and is fully enforceable and that any mortgage insurance policy is fully enforceable, and (iii) the 2MP Modification Effective Date has passed. The Lender is not required to make any modification of the Loan Documents if the Borrower fails to meet any one of the requirements under this 2MP Modification Agreement.
- e. As of the Modification Effective Date set forth in Section 2, Borrower's ability to obtain loans or Advances under the Agreement is permanently terminated. If Borrower's ability to obtain new funds or Advances was suspended or terminated previously, Borrower acknowledges that no additional loans or Advances may be obtained.
- f. If the Agreement includes late charges or Other Charges, on the 2MP Modification Effective Date set forth in Section 2, Lender will waive all unpaid late charges and Other Charges that remain unpaid under the Agreement. If the Loan Documents are not modified, Lender will not waive the unpaid late charges and Other Charges. Lender reserves the right to charge late charges, Return Check Fees or returned payment fees after the 2MP Modification Effective Date, if applicable, under the terms provided in the Agreement.

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- g. If Lender has paid costs and expenses to third parties for flood insurance premiums on the Property and/or court costs and attorneys' fees to enforce Lender's rights under the Loan Documents, the total amount of these costs and expenses is included in the New Principal Balance set forth in Section 2(b).
- h. If Borrower purchased credit insurance or the Line of Credit Protection Plan under the Agreement, such credit insurance or Line of Credit Protection Plan will be cancelled as of the 2MP Modification Effective Date set forth in Section 2.
- [X] i. The Lender has forgiven a portion of the principal due and owing under the Note, in the amount of 18107.67. The forgiven amount will be reported to the Internal Revenue Service and may have tax consequences. Borrower should seek guidance from a tax professional.

2. **The 2MP Modification.** If Borrower's representations in Section 1 continue to be true in all material respects and the preconditions to modification set forth in Section 1 have been met, the Loan Documents will automatically become modified on 11/1/2015 (the "2MP Modification Effective Date"). The first modified monthly payment will be due on 11/1/2015 and continuing on the payment due dates determined under the Agreement until the Maturity Date. Borrower understands and agrees that :
- a. The date on which all amounts owing under this 2MP Modification Agreement are due is called the "Maturity Date". The Maturity Date is 5/1/2036, which is either the same date as the maturity date of the modified First Mortgage Loan under HAMP or has been extended beyond the maturity date of the First Mortgage under HAMP.
 - b. Borrower's new principal balance under this 2MP Modification Agreement is \$6765.50 (the "New Principal Balance"). The New Principal Balance includes any amounts that will be past due as of the 2MP Modification Effective Date and consists of: (i) the sum of (A) the unpaid principal balance of the loans or Advances made to Borrower under the Agreement, including any Fixed Rate Lock Advances and Fixed Rate Parts, plus (B) any unpaid finance charges, plus (C) any costs and expenses paid to third parties as described in Section 1(g). **Borrower understands and agrees that by agreeing to include any costs and expenses paid to third parties in the New Principal Balance, such amount will accrue interest based on the interest rates in effect under this 2MP Modification Agreement. \$00.00 of the New Principal Balance, consisting of a portion of the unpaid principal balance and the accrued unpaid interest, shall be deferred (the "Deferred Principal Balance"), and shall be payable as provided in the last sentence in this section. The Deferred Principal Balance is commonly called a "balloon payment."** Borrower will not pay interest on the Deferred Principal Balance prior to the Maturity Date (unless, as a result of Borrower default, the entire new Principal balance is due) or make monthly payments on the Deferred Principal Balance. Borrower must pay the Deferred Principal Balance ("balloon payment") by the earliest of: (i) the date Borrower sells or transfers an interest in the Property; (ii) the date the Borrower pays or is required to pay the entire Interest Bearing Principal Balance (as defined below), or (iii) the Maturity Date.
 - c. The New Principal Balance less the Deferred Principal Balance is referred to as the "Interest Bearing Principal Balance", and this amount is \$6765.50.
 - d. Interest at the rate of 1% will begin to accrue on the Interest Bearing Principal Balance as of 11/1/2015 for the first five years. The monthly payment of principal and interest on the Interest Bearing Principal Balance for the first five years will be \$29.78 and the first new monthly payment will be due on the date set forth in the second sentence of this Section 2.

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- e. During the sixth year and continuing thereafter until the Maturity Date, interest at the rate of 3% will accrue on the Interest Bearing Principal Balance as of 10/2/2020. The estimated monthly payment of principal and interest on the Interest Bearing Principal Balance for the sixth year and thereafter until the Maturity Date will be approximately \$34.67 and the first new monthly payment will be due on 11/1/2020.
- f. **The interest rates applicable to the Interest Bearing Principal Balance as set forth in this Section 2 may be higher than the interest rate that would have applied under the Agreement.** If Section 1 includes any principal forgiveness, the interest rate in Section 2(d) may be higher than the interest rate for the First Mortgage Loan during the same period under HAMP. Otherwise, the interest rates in Section 2(d) and Section 2(e) are no higher (and may be lower) than the interest rate for the First Mortgage Loan during the same period under HAMP.
- g. As used in this 2MP Modification Agreement, "Billing Cycle" means the days between the closing date for the last monthly statement sent to Borrower and the closing date for the Borrower's current statement. Interest charged under this 2MP Modification Agreement will be computed on an "average daily balance" basis. The "average daily balance" is calculated by adding all the "daily balances" during the Billing Cycle and then dividing the total by the total number of days in the Billing Cycle. The "daily balance" is calculated by taking the beginning balance of the Interest Bearing Principal Balance each day and subtracting any payments, unpaid interest, late charges, Return Check Fees and returned payment fees. Interest owed under this 2MP Modification Agreement will be computed:
- i. by multiplying the "average daily balance" for the Billing Cycle by 1/12th of the applicable interest rate set forth in the table above, or
 - ii. by multiplying the "average daily balance" for the Billing Cycle by the number of days in the Billing Cycle and multiplying the product by 1/365th (or 1/366th in a leap year) of the applicable interest rate set forth in the table above.

Monthly payments will be applied first to all unpaid interest, then to any unpaid late charges, Return Check Fees and returned payment fees (if applicable under the Agreement) and then to the Interest Bearing Principal Balance. If Borrower makes a partial prepayment of principal, the Lender will apply that partial prepayment to any unpaid late charges, Return Check Fees and returned payment fees (if applicable under the Agreement) and then to the Interest Bearing Principal Balance. To the extent that the principal prepayment is equal to or exceeds the Interest Bearing Principal Balance, the prepayment will be applied to the Deferred Principal Balance. Prepayments will not change the due dates or amounts of monthly payments.

- i. As of the 2MP Modification Effective Date, any provision in the Loan Documents providing for the assessment of a fee for early closure or early termination of the Account or Line or for full or partial prepayment of balance owed under the Agreement is null and void.
- j. If Borrower elected the Automatic Payment Plan under the Agreement or authorized automatic payment of the Agreement from a deposit account ("Automatic Payment Program"), the Borrower may be required to sign a new authorization to continue the Automatic Payment Program once the monthly payment changes under Section 2(d) and Section 2(e). If the Automatic Payment Program is cancelled, that cancellation will not affect the interest rate required to be paid under this 2MP Modification Agreement.
- k. Borrower will be in default under this 2MP Modification Agreement if: (i) Borrower fails to make any payment under Section 2 of this 2MP Modification Agreement when due; (ii) Borrower fails to keep any of Borrower's agreements under Sections 1, 2 or 3 of this 2MP Modification Agreement; (iii) Borrower has provided false or misleading information to Lender; or (iv) Borrower's action or inaction adversely affects the Property or Lender's rights in the Property.

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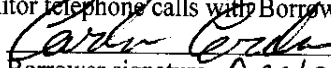
1. In the event of a default under the Loan Documents, as modified by this 2MP Modification Agreement, interest will accrue on the unpaid amount of the New Principal Balance, including after the entire balance is declared to be due in full, at the rate set forth in Section 2(d) or Section 2(e), as applicable, when the default occurred.
 - m. If Borrower is in default, in addition to any other rights and remedies Lender has under law and subject to any right Borrower may have to cure the default under applicable law, the Lender may do any of the following to the extent permitted by law: (a) require immediate payment of the entire unpaid New Principal Balance in full without demand or notice, unless otherwise required by applicable law, and (b) recover all expenses related to retaking, holding, preparing for sale and selling the Property and reasonable collection costs, attorneys' fees and legal expenses as permitted by 11 U.S.C. 506 and any other applicable law.
 - n. Borrower's ability to obtain loans or Advances under the Agreement is permanently terminated.
 - o. If Borrower purchased credit insurance or the Line of Credit Protection Plan under the Agreement, such credit insurance or Line of Credit Protection Plan is cancelled.
 - p. The terms in Section 2 will supersede any provisions to the contrary in the Loan Documents, including, but not limited to, the provisions for a variable interest rate or for determination of the amount of any finance charge.
3. **Additional Agreements.** Borrower understands and agrees to the following:
- a. All persons who signed the Loan Documents, or their authorized representative(s) have signed this 2MP Modification Agreement, unless: (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the Property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the Property need not sign this Modification Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing. Any Borrower who signs this 2MP Modification Agreement but did not sign the Agreement is not personally obligated to pay the sums secured by the Security Instrument as modified by this 2MP Modification Agreement.
 - b. This 2MP Modification Agreement supersedes the terms of any modification, forbearance or workout plan that the Borrower has previously entered into with the Lender.
 - c. Except as expressly modified by this 2MP Modification Agreement, Borrower will comply with and is bound by all covenants, agreements, and requirements of the Loan Documents.
 - d. The Loan Documents as modified by this 2MP Modification Agreement are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed and remain in full force and effect. Lender's rights under the Agreement include, but are not limited to, the right to charge late charges, Return Check Fees or returned payment fees if and to the extent provided under the Agreement. If Borrower's monthly statement contains a "billing rights statement," Borrower agrees and understands that such statement is no longer applicable, and the terms and conditions set out in such billing rights statement do not apply to this 2MP Modification Agreement.
 - e. Nothing in this 2MP Modification Agreement will be understood or construed as a satisfaction or release, in whole or in part, of the obligations in the Loan Documents or to satisfy or release the Security Instrument, in whole or in part.

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- f. As of the 2MP Modification Effective Date, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, Lender shall not exercise this option if applicable law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give Borrower notice that all sums secured by the Security Instrument are due in full. The notice will provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay such amount. If Borrower fails to pay the amount owed prior to the expiration of this period, Lender may exercise any remedies permitted by the Security Instrument.
- g. As of the 2MP Modification Effective Date, Borrower understands that Lender will only allow the transfer and assumption of the Loan Documents, including this 2MP Modification Agreement, to a transferee of the Property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-2. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan Documents including this 2MP Modification Agreement. Except as noted in this Section 3(g), this 2MP Modification Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- h. Borrower will cooperate fully with Lender in obtaining any title endorsement(s), title insurance product(s) and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the Security Instrument, as modified, retains the same lien position that is in effect prior to the 2MP Modification Effective Date and/or is fully enforceable upon modification.
- i. The Borrower will execute and deliver such other documents as may be reasonably necessary to either: (i) put into effect the terms and conditions of this 2MP Modification Agreement or (ii) correct the terms and conditions of this 2MP Modification Agreement if an error is detected after the 2MP Modification Effective Date. Borrower understands that a corrected 2MP Modification Agreement or letter agreement containing the correction will be provided to Borrower for Borrower's signature. At Lender's option, this 2MP Modification Agreement will be void and of no legal effect upon notice of such error. If Borrower elects not to sign any such corrected 2MP Modification Agreement or letter agreement, the terms of the original Loan Documents shall continue in full force and effect and such terms will not be modified by this 2MP Modification Agreement.
- j. Borrower is solely responsible for the payment of any federal, state and/or local taxes with respect to the Deferred Principal Balance in Section 2(b) or any principal forgiveness, if provided in Section 1(i). Borrower understands, agrees and acknowledges that Lender has not made any representations to the Borrower concerning the taxability and/or non-taxable status of the Deferred Principal Balance, including the interest forbearance as provided in Section 2(b) or any principal forgiveness provided in Section 1(i) above.
- k. Lender will collect and record personal information, including, but not limited to, Borrower's name, address, telephone number, social security number, credit score, income, payment history and information about account balances and activity. In addition, Borrower understands and consents to the disclosure of Borrower's personal information, including the terms of this 2MP Modification Agreement, to (i) the United States Treasury Department ("Treasury"), for purposes related to HAMP and the federal second lien modification program ("2MP"), (ii) any investor, insurer, or guarantor that owns, insures or guarantees the Security Instrument, (iii) the servicer of the First Mortgage Loan, (iv) Fannie Mae and Freddie Mac as necessary for either to perform its respective obligations as financial agents of Treasury in connection with HAMP or 2MP, and (v) companies that perform support services for HAMP and 2MP, including marketing HAMP or 2MP, conducting surveys or providing marketing research or other borrower outreach, data processing, and technical systems consulting.

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- l. If any document related to the Loan Documents and/or this 2MP Modification Agreement is lost, misplaced, misstated, inaccurately reflects the true terms and conditions of the loan as modified, or is otherwise missing, Borrower will comply with the Lender's request to acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary (all such documents are the "Documents"). Borrower agrees to deliver the Documents within ten (10) days after Borrower receives the Lender's written request for such replacement.
- m. **If Borrower consents to receiving calls as described in this section, please sign below:** Borrower consents to receiving calls, including calls using an automatic telephone dialing system and/or an artificial or prerecorded voice, and text messages from Lender or any of its affiliates, agents or third party representatives at any and all of Borrower's telephone numbers, including, but not limited to, Borrower's wireless (mobile/cellular) number or any cell phone number Borrower may provide to Lender, for any purpose related to the Borrower's Account, including servicing purposes and debt collection purposes, with respect to this 2MP Modification Agreement, Loan Documents, the account related to the Loan Documents and any other account at Lender or any of its affiliates. These calls and messages may incur access fees from Borrower's cellular provider. Lender may monitor telephone calls with Borrower to assure quality service.


 Borrower signature CARLOS CERDA

 Borrower signature

[SIGNATURE PAGES TO FOLLOW]

Property of Cook County Clerk's Office

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In Witness Whereof, the Borrower(s) have executed this Modification Agreement.

Carlos Cerda (Seal)
Borrower CARLOS CERDA

9-11-2015
Date

Borrower (Seal)

Date

[Space Below This Line For Acknowledgments]

STATE OF Illinois) SS
COUNTY OF COOK

On September 11, 2015, before me, Fidel Morales, personally appeared
(Notary Printed Name)

CARLOS CERDA
(Printed Signers Name(s))

personally known to me (or proved to me on the basis of satisfactory evidence) to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument to the person(s) or the entity upon behalf of which the person(s) acted executed the instruments.

I certify under PENALTY OF PERJURY under the law of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Printed Name: Fidel Morales
My Commission Expires: 02/19/18



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In Witness Whereof, the Lender has executed this Modification Agreement.

PNC BANK:

By:

Destinee Oliver

Its: Authorized Representative

[Space Below This Line For Acknowledgments]

STATE OF OHIO)

ss:

COUNTY OF CUYAHOGA)

On this, the 21 day of September, 2015 before me, a Notary Public, the undersigned officer, personally appeared Destinee Oliver, who acknowledged himself/herself to be an authorized signer of PNC Bank, N.A. and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said bank as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public:

Printed Name:

Joseph Whitkofski

My Commission Expires:

11/27/17

County of Residence:

Cuyahoga



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Legal Description

LOT 15 IN BLOCK 2 IN A. T. MCINTOSH'S SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1912, AS DOCUMENT NUMBER 4913893, IN COOK COUNTY, ILLINOIS. TAX ID: 19-12-302-030-0000.

Property of Cook County Clerk's Office