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Doc#. 1535156094 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/17/2015 09:18 AM Pg: 1 of 6

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

~~When recorded with # 10007928~~
First American Title 
Loss Mitigation Title Services 1454.1
P.O. Box 27670
Santa Ana, CA 92799
RE: CASAS - MOD REC SVC

Tax/Parcel #: 06-35-110-007-0000

[Space Above This Line for Recording Date]

Original Principal Amount: \$161,029.00

FHA/VA Case No.: 137-5375923 703

Unpaid Principal Amount: \$163,536.43

Loan No: 0006251785

New Principal Amount \$131,740.76

New Money (Cap): \$15,106.70

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **14TH** day of **OCTOBER, 2015**, between **JAIME CASAS AND TARA CASAS** ("Borrower") whose address is **119 NORTH BERTEAU AVENUE, BARTLETT, ILLINOIS 60103** and **PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK**

("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 **OCTOBER 27, 2009** and recorded on **DECEMBER 1, 2009** in **INSTRUMENT NO. 0933535165 BOOK N/A PAGE N/A**, of the **OFFICIAL** Records of **COOK COUNTY, ILLINOIS**, and (2) the Note bearing the same date as, and secured by, the Security Instrument,

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which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

119 NORTH BERTEAU AVENUE, BARTLETT, ILLINOIS 60103

(Property Address)

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, **NOVEMBER 1, 2015** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$131,740.76**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$15,106.70** 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 \$46,902.37. 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 **3.7500%**, from **NOVEMBER 1, 2015**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **610.11**, beginning on the **1ST** day of **DECEMBER, 2015**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.7500%** will remain in effect until principal and interest are paid in full. If on **NOVEMBER 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

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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

- (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.

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In Witness Whereof, I have executed this Agreement.

Borrower: JAIME CASAS

Borrower: TARA CASAS

10/20/15
Date
10/20/15
Date

Borrower:

Date

Borrower:

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of DuPage

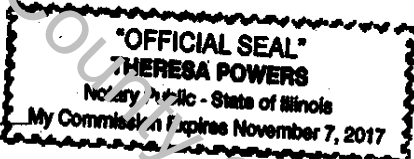
This instrument was acknowledged before me on October 20, 2015 (date) by

JAIME CASAS, TARA CASAS (name/s of person/s acknowledged).

Theresa Powers
Notary Public

(Seal)

Printed Name: Theresa Powers



My Commission expires: November 7, 2017

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In Witness Whereof, the Lender has executed this Agreement.

PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK

Eileen Burrall 10-28-15
 By **EILEEN BURRALL** (print name) Date
Mortgage Officer (title)
 _____ [Space Below This Line for Acknowledgments] _____

State of Ohio
 County of Montgomery

The foregoing instrument was acknowledged before me this 10-28-15
 (date) by **EILEEN BURRALL**, **MORTGAGE OFFICER** of **PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK**

, a _____ corporation, on behalf of the corporation

Sharita Wise
 Notary Public



SHARITA WISE
NOTARY PUBLIC
STATE OF OHIO
 RECORDED IN
 MONTGOMERY COUNTY
 My Commission Expires
 September 30, 2020

Printed Name: Sharita Wise
 My commission expires: 9-30-2020

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

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EXHIBIT A



BORROWER(S): JAIME CASAS AND TARA CASAS

LOAN NUMBER: 0006251785

LEGAL DESCRIPTION:

THE PROPERTY DESCRIBED IS LOCATED IN THE CITY OF BARTLETT, COUNTY OF COOK, AND STATE OF ILLINOIS: LOT 39 (EXCEPT THE NORTH 1/2 THEREOF) IN MOUREAU'S CREST VIEW ADDITION TO BARTLETT. A SUBDIVISION IN THE SOUTH 1/2 OF THE NORTHWEST 1/4 SECTION 35., TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCRODING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1926 AS DOCUMENT NO. 320389 IN COOK COUNTY, ILLINOIS. TAX PARCEL ID NUMBER: 06-35-110-007-0000 PROPERTY ADDRESS: 119 NORTH BARTEAU, BARTLETT, IL 60103

ALSO KNOWN AS: 119 NORTH BARTEAU AVENUE, BARTLETT, ILLINOIS 60103

 CASAS
 50861395 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*