

# UNOFFICIAL COPY

Doc#: 1615439016 Fee: \$60.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/02/2016 08:47 AM Pg: 1 of 7

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

~~When recorded mail to: #9434175~~  
First American Title   
Loss Mitigation Title Services 11759.1  
P.O. Box 27670  
Santa Ana, CA 92799  
RE: LEYVA - PROPERTY REPORT

Tax/Parcel #: 02362100020000

[Space Above This Line for Recording Data]

Original Principal Amount: \$237,405.00  
Unpaid Principal Amount: \$253,016.45  
New Principal Amount: \$287,948.75  
Capitalization Amount: \$34,932.30

Freddie Mac Loan No.: 723483597  
Loan No: 0003102580

## 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 6<sup>TH</sup> day of APRIL, 2016, between PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION

("Lender"), whose address is 3232 NEWMARK DR, MIAMISBURG, OH 45342, and DELIA RAMIREZ AN UNMARRIED WOMAN, JORGE LEYVA A MARRIED MAN (NOT AS TENANTS IN COMMON, BUT AS JOINT TENANTS) ("Borrower"), whose address is 2707 PARK ST, ROLLING MEADOWS, ILLINOIS 60008, modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated MARCH 15, 2004, in the original principal sum of U.S.

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest rate) - Single Family - Freddie Mac UNIFORM INSTRUMENT Form 5161 02112016\_57

0003102580

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**\$237,405.00** 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 **MARCH 30, 2004** in **INSTRUMENT NO. 0409041015 BOOK N/A PAGE N/A**, 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:

**2707 PARK ST, ROLLING MEADOWS, ILLINOIS 60008**  
[Property Address]

the real property described being set forth as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

**SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE**

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 **APRIL 1, 2016**, the amount payable under the Note and Security Instrument (the "New Principal Balance") is U.S. **\$287,948.75**. **\$86,300.00** 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 Bearing Principal Balance" and this amount is **\$201,648.75**.
2. Interest Rate. 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 **APRIL 1, 2016**, 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. **\$610.64**, beginning on the **1ST** day of **MAY, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **APRIL 1, 2056**, (the "Maturity Date"), Borrower 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.
4. 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 if at 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. Property Transfer. 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.

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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. 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 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.

*Delia Ramirez*  
Borrower: **DELIA RAMIREZ**

4/20/16  
Date

*Jorge Leyva*  
Borrower: **JORGE LEYVA**

4/20/16  
Date

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

\_\_\_\_\_ Date

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

\_\_\_\_\_ Date

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

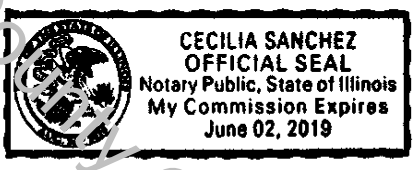
**BORROWER ACKNOWLEDGMENT**  
State of **ILLINOIS**

County of Illinois

This instrument was acknowledged before me on April 20, 2016 (date) by

**DELIA RAMIREZ, JORGE LEYVA** (name/s of person/s acknowledged).

*Cecilia Sanchez*  
Notary Public  
(Seal)  
Printed Name: Cecilia Sanchez



My Commission expires: 06/02/2019

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In Witness Whereof, the Lender have executed this Agreement.

**PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION**

By AMBER JOHNSTON (print name)  
Mortgage Officer (title)

4/26/16 Date

[Space Below This Line for Acknowledgments]

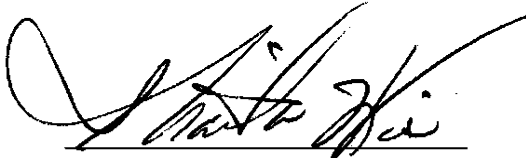
### LENDER ACKNOWLEDGMENT

State of Ohio

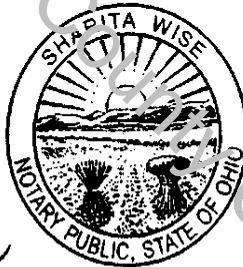
County of Montgomery

The foregoing instrument was acknowledged before me this 4/26/16  
(date) by **AMBER JOHNSTON**, the **MORTGAGE OFFICER** of **PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION**

, a Corporation, national association, on behalf of the national association



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): DELIA RAMIREZ AN UNMARRIED WOMAN, JORGE LEYVA A MARRIED MAN (NOT AS TENANTS IN COMMON, BUT AS JOINT TENANTS)**

**LOAN NUMBER: 0003102580**

**LEGAL DESCRIPTION:**

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

**LOT 918 IN ROLLING MEADOWS UNIT NO. 5, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED ON SEPTEMBER 9, 1954 AS DOCUMENT 16011193, IN COOK COUNTY, ILLINOIS.**

**PARCEL ID NUMBER: 0236210020000**

**ALSO KNOWN AS: 2707 PARK ST, ROLLING MEADOWS, ILLINOIS 60008**

**LEYVA  
51458869**

**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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## EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by **DELIA RAMIREZ AN UNMARRIED WOMAN, JORGE LEYVA A MARRIED MAN (NOT AS TENANTS IN COMMON, BUT AS JOINT TENANTS)** to **EXCLUSIVE BANCORP INC** for **\$237,405.00** and interest, dated **MARCH 15, 2004** and recorded on **MARCH 30, 2004** in **INSTRUMENT NO. 0409041015 BOOK N/A PAGE N/A**. Mortgage tax paid: \$

This mortgage was assigned from **EXCLUSIVE BANCORP INC** (assignor), to **NATIONAL CITY MORTGAGE CO** (assignee), by assignment of mortgage dated **MARCH 15, 2004** and recorded on **MARCH 1, 2005** in **INSTRUMENT NO. 0506026193 BOOK N/A PAGE N/A**.

Loan Modification Agreement made by **PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION** to **DELIA RAMIREZ AN UNMARRIED WOMAN, JORGE LEYVA A MARRIED MAN, IGNACIO LEYVA A MARRIED MAN (NOT AS TENANTS IN COMMON, BUT AS JOINT TENANTS)** dated **JUNE 1, 2012** and recorded on **SEPTEMBER 19, 2012** in **INSTRUMENT NO. 1226308411 BOOK N/A PAGE N/A**. Modified amount is now **\$258,069.69**. Mortgage tax paid: **\$0.00..**