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Doc#: 1624517042 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/01/2016 09:41 AM Pg: 1 of 6

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

When Recorded Mail To:
FIRST AMERICAN TITLE
ATTN: LMTS
P.O. BOX 27670
SANTA ANA, CA 92799-7670

Tax/Parcel #: 29-09-217-012-0000

[Space Above This Line for Recording Data]

Original Principal Amount: \$107,649.00

FHA/VA Case No.: 137-2239138 703

Unpaid Principal Amount: \$114,134.59

Loan No: 0002003783

New Principal Amount: \$114,570.16

Capitalization Amount: \$34,675.94

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 30TH day of JUNE, 2015, between **BENNY J FRANKLIN** ("Borrower") whose address is **14720 DEARBORN STREET, DOLTON, ILLINOIS 60419** 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 **FEBRUARY 17, 2003** and recorded on **MARCH 17, 2003** in **INSTRUMENT NO. 0030364784**, 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

UNOFFICIAL COPY**14720 DEARBORN STREET, DOLTON, ILLINOIS 60419**

(Property Address)

the real property described being set forth as follows:

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

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, **AUGUST 1, 2016** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$114,570.16**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$34,675.94** 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 **\$34,240.37**. 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 **4.0000%**, from **AUGUST 1, 2016**. Borrower promises to make monthly payments of principal and interest of U.S. **\$ 546.98**, beginning on the **1ST** day of **SEPTEMBER, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.0000%** will remain in effect until principal and interest are paid in full. If on **AUGUST 1, 2046** (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: **BENNY J FRANKLIN**
Benny Franklin
Borrower:

Date
7-11-16
Date

Borrower:

Date

Borrower:

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of **ILLINOIS**

County of Cook

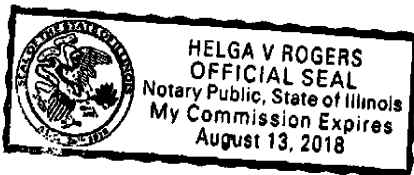
This instrument was acknowledged before me on 7-11-16 (date) by

BENNY J FRANKLIN (name/s of person/s acknowledged).

Helga V Rogers
Notary Public

(Seal)
Printed Name: Helga V Rogers


My Commission expires:
8-13-2018



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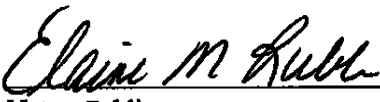
In Witness Whereof, the Lender has executed this Agreement.

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.

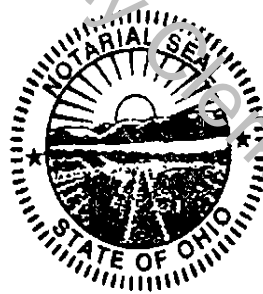

 By EILEEN BURRALL (print name) 7-22-16 Date
 Mortgage Officer (title)
 [Space Below This Line for Acknowledgments]

State of Ohio
 County of Montgomery

The foregoing instrument was acknowledged before me this 7-22-16
 (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.**
 , a _____, corporation, on behalf of the corporation


 Notary Public

Printed Name: Elaine M Ruble
 My commission expires: 1-2-2018



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

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MIAMISBURG, OH 45342

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EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by **BENNY J FRANKLIN** to **NATIONAL CITY MORTGAGE CO** for **\$107,649.00** and interest, dated **FEBRUARY 17, 2003** and recorded on **MARCH 17, 2003** in **INSTRUMENT NO. 0030364784**.

Loan Modification Agreement made by **BENNY J. FRANKLIN** to **PNC MORTGAGE, A DIVISION OF PNC BANK NA** dated **JULY 28, 2010** and recorded on **OCTOBER 6, 2010** in **INSTRUMENT NO. 1027917026**. Modified amount is now **\$122,373.68**. Mortgage tax paid: **\$0.00**.