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Doc#: 1700619153 Fee: \$60.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/06/2017 10:10 AM Pg: 1 of 7

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 Mail To:
FIRST AMERICAN TITLE CO.
DTO – MAIL STOP 3-2-8
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707-9991

Tax/Parcel #: 29-14-134-040-0000

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Original Principal Amount: \$144,750.00	FHA/VA/RHS Case No.:282860753128
Unpaid Principal Amount: \$160,791.35	079
New Principal Amount: \$189,743.54	Loan No: 0004488172
Capitalization Amount: \$28,952.19	

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 16TH day of NOVEMBER, 2016, between JAMAR E DAVIS AND MICHELLE WHITAKER-DAVIS HUSBAND AND WIFE ("Borrower"), whose address is 15410 UNIVERSITY AVENUE, DOLTON, ILLINOIS 60419 and PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY BANK, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK OF INDIANA ("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"), dated JANUARY 17, 2006 and recorded on FEBRUARY 1, 2006 in INSTRUMENT NO. 0603212100 BOOK N/A PAGE N/A, COOK COUNTY, ILLINOIS, and

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(2) the Note, in the original principal amount of U.S. **\$144,750.00**, 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
15410 UNIVERSITY AVENUE, DOLTON, ILLINOIS 60419

the real property described is located in **COOK COUNTY, ILLINOIS** and being set forth as follows:

SEE ATTACHED LEGAL DESCRIPTION "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, **DECEMBER 1, 2016** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$189,743.54**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$28,952.19** 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.
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 **DECEMBER 1, 2016**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$905.86**, beginning on the **1ST** day of **JANUARY, 2017**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **DECEMBER 1, 2046** (the "Maturity Date"), the 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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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; and
 - (b) all terms and provisions of any adjustable rate rider, 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

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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: JAMAR E DAVIS

Date

11/30/16

Borrower: MICHELLE WHITAKER-DAVIS

Date

11/30/16

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 November 30, 2016 (date) by

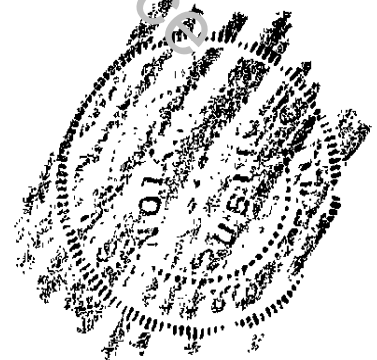
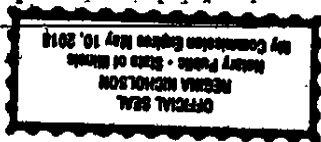
JAMAR E DAVIS, MICHELLE WHITAKER-DAVIS (name/s of person/s acknowledged).

Regina Nicholson

Notary Public
(Seal)

Printed Name: REGINA NICHOLSON

My Commission expires:



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In Witness Whereof, the Lender have executed this Agreement.

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

By Elleen Burrall - Eileen Burrall (print name) 12-28-16 Date
Mortgage Officer (title)

_____[Space Below This Line for Acknowledgments]_____

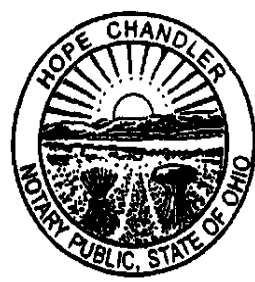
LENDER ACKNOWLEDGMENT

STATE OF OHIO
COUNTY OF MONTGOMERY

Before me, the undersigned, a Notary Public, in and for said County and State, this 28th day of Dec, 20 16 personally appeared Eileen Burrall AMBER JOHNSTON, the MORTGAGE OFFICER of PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY BANK, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK OF INDIANA, a _____ corporation and acknowledged the execution of the foregoing instrument

Hope Chandler
Notary Public

Printed Name: Hope Chandler
My commission expires: 9/30/2020



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

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EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by **JAMAR E DAVIS AND MICHELLE WHITAKER-DAVIS HUSBAND AND WIFE** to **NATIONAL CITY MORTGAGE A DIVISION OF NATIONAL CITY BANK OF INDIANA** for **\$144,750.00** and interest, dated **JANUARY 17, 2006** and recorded on **FEBRUARY 1, 2006** in **INSTRUMENT NO. 0603212100 BOOK N/A PAGE N/A.**

Loan Modification Agreement made by **JAMAR E DAVIS AND MICHELLE WHITAKER-DAVIS** to **PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION** dated **JANUARY 26, 2012** and recorded on **MARCH 7, 2012** in **INSTRUMENT NO. 1206710076 BOOK N/A PAGE N/A.** Modified amount is now **\$171,655.11.** Mortgage tax paid: **\$0.00.**

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Exhibit A

Legal Description

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

THE NORTH 25.5 FEET OF LOT 23 AND LOT 24 (EXCEPT THE NORTH 18.5 FEET
THEREOF) IN BLOCK 2 IN SIMPSON HOME DEVELOPERS CRAIG MANOR
SUBDIVISION BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 14
TOWNSHIP 36 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,
LYING NORTH OF CALUMET RIVER IN COOK COUNTY, ILLINOIS.

TAX ID #: 29-14-134-040-0000

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY ALSO KNOWN AS:
15410 UNIVERSITY AVE,
DOLTON, IL 60419-2729

Property of Cook County Clerk's Office