Doc#. 1708706035 Fee: \$72.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 03/28/2017 09:52 AM Pg: 1 of 13

This Document Prepared By:
DIANA PHILL ABAUM
PNC MORTG/GJ., A DIVISION OF PNC BANK, NATIONAL
ASSOCIATION
3232 NEWMARK DK
MIAMISBURG, OH 453/2
(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 #: 31-34-101-038-0000

[Space Above This Line for Recording Data]

Original Principal Amount: \$106,320.00 Investor Loan No: 0010505228 Unpaid Principal Amount: \$89,393.16 Loan No: 0004655017

New Principal Amount: \$93,744.64 Capitalization Amount: \$4,351.48

# HOME AFFORDABLE MODIFICATION AGREEMENT (MORTGAGE)

(Step Two of Two-Step Documentation Process)

Executed on this day: FEBRUARY 16, 2017

Borrower ("I"): SHEVAWN JOHNSON, A SINGLE PERSON

Borrower Mailing Address: 22453 TYLER DR, RICHTON PARK, ILLINOIS 60471

Lender or Servicer ("Lender"): PNC MORTGAGE, A DIVISION OF PNC BANK, NA AS SERVICER ACTING ON BEHALF OF DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI

2006-QS10 C/O PNC MORTGAGE, A DIVISION OF PNC BANK

Lender or Servicer Address: 3232 NEWMARK DR, MIAMISBURG, OH 45342

Home Affordable Modification Agreement - Non-GSE 12162016\_56

<sup>&</sup>lt;sup>1</sup> If there is more than one Borrower or Mortgagor executing this document, each is referred to as "L" For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

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## **UNOFFICIAL COPY**

Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): MAY 2, 2006

Loan Number: 0004655017

Property Address: 22453 TYLER DR, RICHTON PARK, ILLINOIS 60471

Legal Description:

#### SEE THE ATTACHED EXHIBIT A

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

Prior instrument reference: Recorded on MAY 17, 2006 in INSTRUMENT NO. 0613702085 BOOK N/A PAGE N/A FIND RE-RECORDED ON OCTOBER 17, 2006 IN INSTRUMENT NO. 0629034120 BOOK N/A, AT PAGE 3) N/A, of the Official Records of COOK COUNTY, ILLINOIS

If my representations and covenants in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been considered, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

#### 1. My Representations and Covenants. I certif, represent to Lender, and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents or my default is imminent, and vi I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage, payments now or in the near future. However, I believe that I can presently afford to make the modifical mortgage payments shown below.
- B. The Property has not been condemned; (ii) one of the borrowers signing this Agreement lives in the Property as a principal residence, or the Property is a rental property; and (iii) if the Property is a rental property, the certifications I have made concerning my intercipal use of the Property and the number of single-family properties that I own continue to be true and correct on the day hereof;
- C. There has been no impermissible change in the ownership of the Property sinc, I signed the Loan Documents. A permissible change would be any transfer that the lender is required by law to allow, such as a transfer to add or remove a family member, spouse or domestic partner of the undersigned in the event of a death, divorce or marriage;
- D. I have provided to Lender a Streamline HAMP Affidavit or a Request for Mortgage Assistance which attests to my qualification for the Home Affordable Modification Program ("Program").
- E. Under penalty for perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct.

- F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so.
- G. I have made or will make all payments required under a trial period plan or Loan Workout Plan.
- H. I was discharged in Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents. Based on this representation, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.
- 2. Acknowledgements and Preconditions to Modification. I understand and acknowledge that:
  - A. If process the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct or any covenant in Section 1 has not been processed, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
  - B. I understand that the Loar Documents will not be modified unless and until (i) the Lender accepts this Agreement by signing and returning a copy of it to me, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any undification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.
- 3. The Modification. If my representations and concents in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on FERUARY 1, 2017 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification rather a workout plan or trial period plan, this modification will not take effect. The first modified payment will be one MARCH 1, 2017.
  - A. The Maturity Date will be: JUNE 1, 2036.
  - B. The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deithred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, 'Unpaid Amounts') less any amounts paid to the Lender but not credited to my Loan. The new principal balance of my Note will be \$93,744.64 (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts are are interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid Interest that is added to the outstanding principal balance, which would not happen without this Agreement.
  - C. \$19,900.00 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 \$73,844.64. Interest at the rate of 3.3750% will begin to accrue on the Interest Bearing Principal Balance as of FEBRUARY 1, 2017 and the first new monthly payment on the Interest Bearing Principal Balance will be due on MARCH 1, 2017. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-5	3.3750%	02/01/2017	\$433.79	Amount*	\$518.93	03/01/2017	60
				May adjust periodically	May adjust periodically		
6-19	4.1256%	02/01/2022	\$455.63	May adjust periodically	May adjust periodically	03/01/2022	172

\*The escrow cayments may be adjusted periodically in accordance with applicable law and therefore my total 'nonthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not in inted to, provisions for an adjustable, step or simple interest rate.

I understand that, if I have a pay extion adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan. My modified Loan will not have a negative artization feature that would allow me to pay less than the interest due resulting in any unpaid interest added to the outstanding principal balance.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Document, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.
- F. I agree to pay in full the Deferred Principal Balance and any other amounts will owed under the Loan Documents by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the Maturity Date.
- G. If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.
- 4. Additional Agreements, I agree to the following:
  - A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this 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 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.

- B. That this Agreement shall supersede the terms of any modification, forbearance, trial period plan or workout plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, a reements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the arrount of which may change periodically over the term of my Loan.
- D. That this A greement constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been levoked, and I have been advised of the amount needed to fully fund my escrow account.
- E. That the Loan Documents as modified by this Agreement are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. Funds for Escrow Items. Let'll pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for. (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien of encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) remiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage in an accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." I shall promptly furnish to Lender all notices of amounts to be paid under this Section 4.D. I shall pay Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Lectow Items. Lender may waive my obligation to pay to Lender Funds for any or all Escrow Items a say time. Any such waiver may only be in writing. In the event of such waiver, I shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If I am obligated a pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Kan, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and I shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this Section 4.D.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to

apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me interest on the Funds and applicable law permits Lender to make such a charge. Unless an agrament is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay me any interest or earnings on the Funds. Lender and I can agree in writing, forever, that interest shall be paid on the Funds. Lender shall provide me, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to me for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify me as required by RESPA, and I shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to me any Funds held by Lender.

- G. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of he obligations contained in the Loan Documents; and that except as otherwise specifically provided in and as expressly modified by, this Agreement, the Lender and I will be bound by, and will currently with, all of the terms and conditions of the Loan Documents.
- H. That, as of the 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 ransferred without Lender's prior written consent, Lender may, at its option, require immediate provided in full of all sums secured by the Mortgage. Lender shall not exercise this option if state or federal 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 me 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 I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- I. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer

and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.

- J. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.
- K. Pat, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in first lien position and/or is fully inforceable upon modification and that if, under any circumstance and not withstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s) title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.
- L. That I will execute such o'her documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or a letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification Program.
- M. That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, redi: score, income, payment history, government monitoring information, and information about secount balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the trial period plan and this Agreement by Lender to (i) the U.S. Department of the Treasury, (ii) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (iii) any investor, insurer, guarantor or servicer that wans insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (iv) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (v) any HUD certified housing counselor.
- N. Important Information about phone calls, texts, prerecorded and email messages: If, at any time, you provide to PNC, its affiliates or designees contact numbers that are wireless telephone number(s) including, but not limited to, cell or VoIP numbers, you are consenting to PNC, its affiliates and designees using an automated dialing system to call or text you, or to send prerecorded messages to you, in order to service, and collect on, any personal account(s) and business account(s) (for which you are an authorized signer or designated contact person) with PNC and/or its affiliates, but not to market to you. For any type of phone call with PNC, its affiliates or

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designees, you consent that the call may be monitored or recorded for quality control and training purposes. By providing your email address, you consent to receive electronic mail from PNC, its affiliates and designees.

- O. That if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the Note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the original Note. All accuments the Lender requests of me under this Section 4.N. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for sum replacement.
- P. That the mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request crocellation of mortgage insurance may change as a result of the New Principal Balance.
- Q. If my Loan Documents fovern a home equity loan or line of credit, then I agree that as of the Modification Effective Date. I am terminating my right to borrow new funds under my home equity loan or line of credit. This means that I cannot obtain additional advances, and must make payments according to this Agreement. (Lead a may have previously terminated or suspended my right to obtain additional advances under my home equity loan or line of credit, and if so, I confirm and acknowledge that no additional advances may be obtained.)

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In Witness Whereof, I have executed this Agreement.	ローリリーハ
ORDONA CONTROL	N X.1 1 (
Borrower; SHEVAWN JOHNSON	Date
Borrower:	Date
Волюwer:	Date
Borrower:	Date
[Space Below This Line for Acknowledgments]	
BORROWER ACKNOWLEDGMENT State of ILLINOIS  County of	
This instrument was acknowledged before me on FEBRUARY 2	1 2017 (date) by
SHEVAWN JOHNSON (name/s of person/s; chnowledged).	•
Isaac J. Stark	
Notary Public	
Notary Public (Seal) Printed Name:  ISAAC J. STARKS  OFFICIAL ISAAC J. STARKS	
My Commission expires:    O   13   20   9    My Commission Exp	tate of <b>Illinois</b> ires 10/13/2019
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	CO
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In Witness Whereof, the Lender has executed the	nis Agreement.				
PNC MORTGAGE, A DIVISION OF PNC E BANK TRUST COMPANY AMERICAS AS OF PNC BANK					
Chi		C	<b>##</b> 3	lolaeri	•
By AMBER JOHNSTON Mortgage Officer [Snace Belo	(print name) (title) w This Line for Acknowledg	ments]	1	Date	
State of OHIO	···			•	
County of NONTHUM FRE		-1.	1.0		
The foregoing instrument was acknowledge	ged before me this	3/0/	2011		
(date) by AMBER JOHNSTON, the MC	ORTGAGE OFFICER of I	NC MOR	rgage, a	DIVISIO	N OF
PNC BANK, NA AS SERVICEP ACTI	NG ON BEHALF OF DET	JTSCHE B	ANK TRUS	T COMI	PANY
AMERICAS AS TRUSTEE RALJ 2006	-QS10 C/O PNC MORTGA	AGE, A DIV	ISION OF	PNC BA	NK, a
	corporation,	on	behalf	of	the
	corporation				
	A PIAL SETTING				
Claim In Ruth		NOTARY PL	M RUBLE JBLIC - OHIO	40	
Notary Public	OFFICE	Y COMMISSION	EXPIRES 01-02	-10	
Printed Name: ETawe M Ruble	William Charles	0			
My commission expires: 1201.	8	7			
PNC MORTGAGE, A DIVISION OF PI 3232 NEWMARK DR MIAMISBURG, OH 45342	NC BANK, NATIONAL AS	SOCIATIO			

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## **UNOFFICIAL COPY**

#0004655017

#### **Exhibit A**

#### **Legal Description**

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

LOT 160 IN LINCOLN CRUSSINGS UNIT NUMBER 3, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID #: 31-34-101-038-0000

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY ALSO KNOWN AS: 22453
TYLER DR, RICHTON PARK, IL 60471-1845.

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### EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by SHEVAWN JOHNSON, A SINGLE PERSON to NATIONAL CITY MORTGAGE A DIVISION OF NATIONAL CITY BANK OF INDIANA for \$106,320.00 and interest, dated MAY 2, 2006 and recorded on MAY 17, 2006 in Book/Liber N/A Page N/A, Instrument No. 0613702085. Mortgage tax paid: \$

This mortgage was assigned from NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK OF INDIANA (assignor), to NATIONAL CITY MORTGAGE CO, A SUBSIDIARY OF NATIONAL CITY BANK OF INDIANA (assignee), by assignment of mortgage dated JUNE 8, 2006 and recorded on NEWRUARY 26, 2007 in INSTRUMENT NO. 0705715074 BOOK N/A PAGE N/A.

This mortgage was assigned from NATIONAL CITY MORTGAGE CO, A SUBSIDIARY OF NATIONAL CITY BANK OF INDIANA (assignor), to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (assignee), by assignment of mortgage dated JUNE 9, 2006 and recorded on FEBRUARY 26, 2007 in INSTRUMENT NO. 07057150'/5 DOOK N/A PAGE N/A.

This mortgage was assigned from MONTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMHNEE FOR PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST TO NATIONAL CITY REAL ESTATE SERVICES, LLC, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE INC. AND IT'S SUCCESSORS AND ASSIGNS (assignor), to DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTES RALI 2006-QS10 C/O PNC MORTGAGE, A DIVISION OF PNC BANK (assignee), by assignment of mortgage dated JANUARY 23, 2013 and recorded on JANUARY 29, 2013 in INSTRUMENT NO. 1302915003 BOOK N/A PAGE N/A.

Loan Modification Agreement made by SHEVAWN JOENSON to DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS10 C/O PNC MORTGAGE dated APRIL 19, 2013 and recorded on AUGUST 26, 2013 in INSTRUMENT NC. 1723808441 BOOK N/A PAGE N/A. Modified amount is now \$99,154.81. Mortgage tax paid: \$0.00..

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#### Addendum

This Addendum is made a part of that Loan Modification Agreement entered into between PNC MORTGAGE, A DIVISION OF PNC BANK, NA AS SERVICER ACTING ON BEHALF OF DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS10 C/O PNC MORTGAGE, A DIVISION OF PNC BANK (the "Lender") and SHEVAWN JOHNSON, A SINGLE PERSON (the "Borrower") dated FEBRUARY 16, 2017 (the "Loan Modification Agreement").

Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender way not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the security Instrument as a result of the Borrower's default of its obligations thereunder. If the Borrower was discharged in a Capter 7 bankruptcy proceeding subsequent to the execution of the loan documents, based on this representation, Lender against that Borrower will not have personal liability on the debt pursuant to this Agreement. Nothing herein shall be crastized to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Notwithstanding any monthly pay no its bereunder, Borrower understands that (1) Lender's sole recourse is the enforcement of its security interest in the Property and any action which may exist in relation to the Property itself and that (2) nothing in this Agreement revives or purports to revive any debt, or create any personal liability or obligation for a debt, that was discharged in bankruptcy.

	1L		(BOKKOMEK WOST INITIAL HEKE) (1/2)
Signed this	dayof _	FEBRUARY, 201	7.
Lender	/hr	Borne	Mer MIN CONNON
By: Name: Ambo	er Johnst	er i	FEVAWN JOHNSON \
Mort	es Johnst gage OA.	~	C/o.
			Tś
			0,50
			Co