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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/04/2017 12:42 PM Pg: 1 of 6

This Document Prepared By:
JUDITH A. JEFFERSON
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 #: 18-29-202-040-1001

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Original Principal Amount: \$109,250.00

Freddie Mac Loan No.: 790405873

Unpaid Principal Amount: \$102,730.68

Loan No.: 8000351774

New Principal Amount: \$108,425.39

Capitalization Amount: \$5,694.71

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 8TH day of MARCH, 2017, between PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION ("Lender"), whose address is 3232 NEWMARK DR, MIAMISBURG, OH 45342, and PATRICK HUGHES AND JOSETTE HUGHES HUSBAND AND WIFE ("Borrower"), whose address is 10711 5TH AVE CUTOFF, COUNTRYSIDE, ILLINOIS 60525, modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated MAY 15, 2013, in the original principal sum of U.S. \$109,250.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed

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

8000351774

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(the "Security Instrument") and Rider(s), if any, the Note bearing the same date as and recorded on **MARCH 25, 2014** in **INSTRUMENT NO. 1408422074**, 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:

10711 5TH AVE CUTOFF, COUNTRYSIDE, ILLINOIS 60525
[Property Address]

the real property described being set forth as follows:

SEE ATTACHED EXHIBIT "A"

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 **MARCH 1, 2017**, the amount payable under the Note and Security Instrument (the "New Principal Balance") is U.S. **\$108,425.39**. **\$32,500.00** 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 **\$75,925.39**.
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 **MARCH 1, 2017**, 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. **\$229.92**, beginning on the **1ST** day of **APRIL, 2017**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MARCH 1, 2057**, (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 that 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.

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

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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.
Patrick Hughes

3-17-17

Borrower: **PATRICK HUGHES**
Josette Hughes

Date
3-17-17

Borrower: **JOSETTE HUGHES**

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 March 17, 2017 (date) by

PATRICK HUGHES, JOSETTE HUGHES (name/s of person/s acknowledged).

Notary Signature

Notary Public

(Seal)

Printed Name: Noel Fonte

My Commission expires:
August 18, 2019



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In Witness Whereof, the Lender have executed this Agreement.

PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION

By *[Signature]* (print name) 3-21-17 Date
Mortgage Officer (title)

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

State of Ohio
County of Montgomery

The foregoing instrument was acknowledged before me this 3-21-17
(date) by **AMBER JOHNSTON**, the **MORTGAGE OFFICER** of **PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION**, a national association, on behalf of the national association

Elaine M Ruble
Notary Public



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

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

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

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Exhibit A

Legal Description

ALL THAT CERTAIN CONDOMINIUM UNIT SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, BEING KNOWN AND DESIGNATED AS FOLLOWS:

PARCEL 1: UNIT NUMBER 103 AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOTS 2 AND 3 IN MIDLANDS FARMS SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF FIFTH AVENUE, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 22520478, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION OF EASEMENTS RECORDED MARCH 13, 1973 AS DOCUMENT 22249106 AND AS CREATED BY DEED FROM THE NORTHWEST NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 19, 1975 AND KNOWN AS TRUST NUMBER 3089 TO EDWARD R. RUTA, ELEANOR A. RUTA, AND GAYL S. BIRKS RECORDED JUNE 23, 1977 AS DOCUMENT 23982178 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

TAX ID #: 18-29-202-040-1001

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY ALSO KNOWN AS:
10711 5TH AVE CUT OFF,
COUNTRYSIDE, IL 60525-5085.