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Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption



1718406225

Doc# 1718406225 Fee \$50.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/03/2017 04:14 PM PG: 1 OF 7

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 17-22-314-037-1019

Address:

Street: 2035 S INDIANA AVE

Street line 2: APT 307

City: CHICAGO

State: IL

ZIP Code: 60616

Lender: PNC BANK, NATIONAL ASSOCIATION

Borrower: TRISHA J STEFONEK

Loan / Mortgage Amount: \$40,799.39

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

S Y
P 7
S N
M N
SC Y
E Y
INT D

Certificate number: 2835C909-59B4-46AE-9F70-0974160079E7

Execution date: 1/18/2017

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Parcel I.D. No. 17-22-314-037-1019, 17-22-314-037-1050

After Recording Return To:

BR-YB58-01-6 Lending Services

PNC Bank, National Association

PO Box 5570

Cleveland, OH 44101-8887

This document was prepared by Jim Loder

PNC Bank 6750 Miller Rd Brecksville OH 44141

[Space Above This Line For Recording Data]

MODIFICATION TO DEED OF TRUST/MORTGAGE

(with balloon payment)

DS 282260

THE MODIFICATION OF THE HOME EQUITY LOAN THAT IS SECURED BY THE DEED OF TRUST/MORTGAGE PROVIDES FOR PAYMENT IN FULL OF THE UNPAID BALANCE OF THE HOME EQUITY LOAN MODIFICATION AGREEMENT AT MATURITY. YOU MUST REPAY THE ENTIRE BALANCE OWED UNDER THE HOME EQUITY LOAN MODIFICATION AGREEMENT, UNPAID INTEREST AND OTHER SUMS THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT MATURITY. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THE HOME EQUITY LOAN MODIFICATION AGREEMENT WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

This Modification to Deed of Trust/Mortgage (this "Modification") is made as of **January 12, 2017**, between **TRISHA J. STEFONEK** (individually and collectively, the "Owner") with an address of **2035 S INDIANA AVE APT 307 CHICAGO, IL 60616** and **PNC Bank, National Association** [successor in interest to (**National City Bank**)], with an address of **6750 Miller Road, Brecksville OH 44141**, for itself, its successors and/or assigns, (the "Lender"). In this Modification, the word "Borrower" means each person, individually and jointly, who entered into the Home Equity Loan. The Deed of Trust/Mortgage is referred to as the "Security Instrument" All capitalized terms not defined in this Modification shall have the same meaning as given in the Security Instrument.

- A. Borrower has entered into a promissory Note (the "Note") dated **June 14, 2007** which established a home equity loan, and which is secured by a Security Instrument dated **June 14, 2007** and recorded on **June 19, 2007** for **\$45,905.00** as Instrument No. **0717041117** in Book **n/a** at Page **n/a** of the **COOK**

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County Land Records, covering real property located at **2035 S INDIANA AVE APT 307 CHICAGO, IL 60616** (the "Property"), and described as follows:

SEE ATTACHED EXHIBIT "A"

- B. Borrower has requested and Lender has agreed to modify certain terms of the Note and Security Instrument, subject to preconditions and terms as set forth in Home Equity Loan Modification Agreement dated the same date as this Modification.

NOW THEREFORE, in consideration of the mutual promises contained in this Modification, Owner and Lender agree as follows:

This Modification will not take effect to modify the Security Instrument unless the preconditions set forth in the Home Equity Loan Modification Agreement have been satisfied.

- A. **MODIFICATION OF SECURITY INSTRUMENT.** As of **January 27, 2017** (the "Modification Effective Date"), the Security Instrument is modified as follows:

1. Maturity Date of Security Instrument. The date on which all amounts owing under the Security Instrument and Home Equity Loan Modification Agreement are due is called the "Maturity Date". The Maturity Date is **January 14, 2031**, which may have been extended beyond the maturity date in the Security Instrument.
2. The new balance under the Home Equity Loan Modification Agreement and which is secured by the Security Instrument is **\$40,799.39** (the "New Balance"). The New Balance includes all amounts owing as of the Modification Effective Date, and consists of the unpaid principal balance of the sums loaned to the Borrower, unpaid interest and amounts paid to third parties for flood insurance premiums on the Property, unpaid taxes, including interest and penalties and/or court costs and attorneys' fees to enforce Lender's rights. As provided in the Home Equity Loan Modification Agreement, part of the New Balance shall be deferred and shall be payable when the final payment is due. The interest rates and monthly payments in the Note have been modified as provided in the Home Equity Loan Modification Agreement.
3. On the Maturity Date, the final payment will be an amount equal to (i) the unpaid balance of the New Balance, including the deferred balance, plus (ii) all accrued and unpaid interest on the New Balance, plus (iii) any other amounts owed under the Home Equity Loan Modification Agreement and the Security Instrument.
4. A default under the Home Equity Loan Modification Agreement will be a default under this Modification and Lender shall have all of its rights and remedies under the Security Instrument.

- B. **ADDITIONAL AGREEMENTS.** Owner understands and agrees to the following:

1. All persons who signed the Security Instrument, or their authorized representative(s) have signed this Modification, unless: (i) an Owner or co-Owner is deceased; (ii) the Owner and co-Owner 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 Modification (although the non-signing spouse may be held liable for the obligations under the Note); or (iii) the Lender has waived this requirement in writing.
2. Any Owner who signs this Modification but did not sign the Note is not personally obligated to pay the sums secured by the Security Instrument as modified by this Modification.
3. As of the Modification Effective Date, Borrower understands that Lender will only allow the transfer and assumption of the Security Instrument and Home Equity Loan Modification Agreement to a

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transferee of the 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 Security Instrument or any of the loan documents including the Home Equity Loan Modification Agreement. Except as provided in this Section B(3), this Security Instrument may not be assigned to, or assumed by, a buyer or transferee of the Property.

4. This Modification will not be understood or construed as a satisfaction or release, in whole or in part, of the obligations in the Security Instrument, or to satisfy or release the Security Instrument, in whole or in part.
5. Except as expressly modified by this Modification, Owner will comply with and is bound by all covenants, agreements, and requirements of the Security Instrument.
6. The Security Instrument as modified by this Modification is a duly valid, binding agreement, enforceable in accordance with its terms and is hereby reaffirmed and remains in full force and effect.
7. Owner will execute and deliver such other documents as may be reasonably necessary to either: (i) put into effect the terms and conditions of this Modification or (ii) correct the terms and conditions of this Modification if an error is detected after the Modification Effective Date. Owner understands that a correct Modification or letter agreement containing the correction will be provided to Owner for Owner's signature. At Lender's option, this Modification will be void and of no legal effect upon notice of such error. If Owner elects not to sign any such corrected Modification or letter agreement, the terms of the original loan documents shall continue in full force and effect and the terms of the Note and Security Instrument will not be modified.
8. If any document, including the Security Instrument, related to this Modification is lost, misplaced, misstated, inaccurately reflects the true terms and conditions of the loan as modified, or is otherwise missing, Owner will comply with the Lender's request to acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary (all such documents are the "Documents"). Borrower agrees to deliver the Documents within ten (10) days after Borrower receives the Lender's written request for such replacement.

Property Clerk's Office

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In Witness Whereof, the Owner(s) have executed this Modification to Deed of Trust/Mortgage.

Owner:

Trisha J. Stefonek
TRISHA J. STEFONEK

_____ [Space Below This Line For Acknowledgment] _____

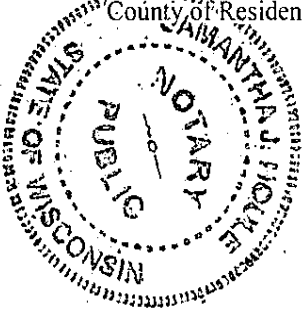
STATE OF Wisconsin) SS
COUNTY OF Forest)

On (Month/Day/Year) January 19, 2017, personally appeared TRISHA J. STEFONEK, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Wisconsin that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature: Samantha J. Houle (Seal)
Notary Printed Name: Samantha J. Houle
My Commission Expires: 7/29/20
County of Residence: Forest



Property of Cook County Clerk's Office

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In Witness Whereof, the Lender has executed this Modification to Deed of Trust/Mortgage.

PNC BANK, NATIONAL ASSOCIATION:

By: _____

[Handwritten Signature]
Michael White

Its: Authorized Signer

[Space Below This Line For Acknowledgment]

STATE OF OHIO)

ss:

COUNTY OF CUYAHOGA)

On this, the 26th day of JANUARY, 2017 before me, a Notary Public, the undersigned officer, personally appeared Michael White, who acknowledged himself/herself to be an authorized signer of PNC Bank, National Association and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said bank as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public: _____

[Handwritten Signature]

Printed Name: _____

DAVID GREWERT

My Commission Expires: _____

2/23/19

County of Residence: _____

SUMMIT



Indiana: This instrument prepared by Jim Loder.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Jim Loder.

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EXHIBIT "A"

TaxID Number: 17-22-314-037-1019

17-22-314-037-1050

Address: 2035 S Indiana Ave 307 Chicago, IL 60616

Legal Description

UNIT NUMBERS 307 AND 9-2 IN LAKESIDE LOFTS CONDOMINIUM, AS
DELINEATED

ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF
LOT 10 (EXCEPT THE NORTH 10 FEET THEREOF) AND LOTS 11, 14, 15
AND 18 IN BLOCK 4 IN GEORGE SMITH'S ADDITION TO CHICAGO IN THE
SOUTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH,
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF
CONDOMINIUM

RECORDED AS DOCUMENT 0714215059, TOGETHER WITH AN UNDIVIDED
PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY,
ILLINOIS.

TAX ID: 17-22-314-037-1019, TAX ID: 17-22-314-037-1050.

Cook County Clerk's Office