

# UNOFFICIAL COPY

Doc#: 1726449232 Fee: \$62.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/21/2017 11:40 AM Pg: 1 of 8

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**  
**ATTN: LMFS**  
**P.O. BOX 27670**  
**SANTA ANA, CA 92709-7670**

Tax/Parcel No. 13332090220000

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Original Principal Amount: \$256,437.00

FHA/VA Case No.: 137-3078011 729 /

Unpaid Principal Amount: \$211,830.43

Loan No: XXXXXX 8451

New Principal Amount \$161,927.85

New Money (Cap): \$0.00

## LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 20TH day of MARCH, 2014, between /  
**MIGUEL SOSA AND JUAN RAMIREZ, SR. AND CLARIBEL RAMIREZ** ("Borrower") whose address  
is **2250 NORTH LAWLER AVENUE, CHICAGO, ILLINOIS 60639** and **PNC MORTGAGE, A**  
**DIVISION OF PNC BANK, NATIONAL ASSOCIATION** ("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 **SEPTEMBER 24, 2004** and  
recorded on **OCTOBER 13, 2004** in **INSTRUMENT NO. 0428749136**, 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

**2250 NORTH LAWLER AVENUE, CHICAGO, ILLINOIS 60639** /

(Property Address)

the real property described being set forth as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:**

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):

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1. As of, **APRIL 1, 2014**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$**161,927.85** consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 **4.6250%**, from **APRIL 1, 2014**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **832.54**, beginning on the **1ST** day of **MAY, 2014**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.6250%** will remain in effect until principal and interest are paid in full. If on **APRIL 1, 2044** (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 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.**

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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.

Property of Cook County Clerk's Office

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In Witness Whereof, the Lender has executed this Agreement.

**PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION**

*Eileen Burrall* 4-11-14  
 By **EILEEN BURRALL** (print name) Date  
 Authorized Representative (title)  
 \_\_\_\_\_ [Space Below This Line for Acknowledgments] \_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

State of Ohio

County of Montgomery

The foregoing instrument was acknowledged before me this 4-11-14

(date) by **EILEEN BURRALL**, the **AUTHORIZED REPRESENTATIVE** of **PNC MORTGAGE, A**  
**DIVISION OF PNC BANK, NATIONAL ASSOCIATION,** a  
 \_\_\_\_\_, corporation, on behalf of the corporation

  
 Notary Public

Printed Name: Hope Holmes  
 My commission expires: 9/30/2015



**HOPE HOLMES**  
**NOTARY PUBLIC**  
**IN AND FOR THE STATE OF OHIO**  
**MY COMMISSION EXPIRES SEPT. 30, 2015**

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

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In Witness Whereof, I have executed this Agreement.

[Signature] (Seal)  
Borrower  
MIGUEL SOSA

[Signature] (Seal)  
Borrower  
JUAN RAMIREZ, SR.

Date  
[Signature] (Seal)  
Borrower  
CLARIBEL RAMIREZ

Date  
\_\_\_\_\_  
(Seal)  
Borrower

Date  
\_\_\_\_\_  
(Seal)

Date  
\_\_\_\_\_  
(Seal)  
Borrower

Date \_\_\_\_\_ Date \_\_\_\_\_  
[Space Below This Line for Acknowledgments]

### BORROWER ACKNOWLEDGMENT

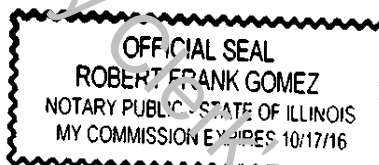
State of ILLINOIS

County of COOK

This instrument was acknowledged before me on MARCH 29, 2014 (date) by

MIGUEL SOSA, JUAN RAMIREZ, SR., CLARIBEL RAMIREZ (name/s of person/s acknowledged).

[Signature]  
Notary Public  
(Seal)  
Printed Name: Robert Frank Gomez



My Commission expires:  
10/17/16

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## EXHIBIT A

**BORROWER(S): MIGUEL SOSA AND JUAN RAMIREZ, SR. AND CLARIBEL RAMIREZ**

**LOAN NUMBER: XXXXXX 8451**

**LEGAL DESCRIPTION:**

**THE PROPERTY DESCRIBED IS LOCATED IN THE CITY OF CHICAGO, COUNTY OF COOK, AND STATE OF ILLINOIS: THE SOUTH 10 FEET OF LOT 3 AND ALL OF LOT 4, (EXCEPT THE SOUTH 5 FEET THEREOF) IN BLOCK 6 IN CHICAGO LAND INVESTMENT COMPANY'S SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 19, 1893, AS DOCUMENT NUMBER 1272046, IN COOK COUNTY, ILLINOIS. SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD, PUBLIC AND UTILITY EASEMENTS. PARCEL/TAX ID NUMBER: 13-33-209-22**

**ALSO KNOWN AS: 2250 NORTH LAWLER AVENUE, CHICAGO, ILLINOIS 60639**

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Date: MARCH 20, 2014  
Loan Number: XXXXXX8451  
Lender: PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION

Borrower: MIGUEL SOSA, JUAN RAMIREZ, SR., CLARIBEL RAMIREZ

Property Address: 2250 NORTH LAWLER AVENUE, CHICAGO, ILLINOIS 60639

## NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

**Receipt of Notice.** The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

*Miguel Sosa*  
Borrower \_\_\_\_\_ Date 03/29/14  
MIGUEL SOSA

*Juan Ramirez Sr.*  
Borrower \_\_\_\_\_ Date 03/29/14  
JUAN RAMIREZ, SR.

*Claribel Ramirez*  
Borrower \_\_\_\_\_ Date 03/29/14  
CLARIBEL RAMIREZ

\_\_\_\_\_  
Borrower \_\_\_\_\_ Date

\_\_\_\_\_  
Borrower \_\_\_\_\_ Date

\_\_\_\_\_  
Borrower \_\_\_\_\_ Date

# UNOFFICIAL COPY

Date: MARCH 20, 2014

Loan Number: XXXXX8451

Lender: PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION

Borrower: MIGUEL SOSA, JUAN RAMIREZ, SR., CLARIBEL RAMIREZ

Property Address: 2250 NORTH LAWLER AVENUE, CHICAGO, ILLINOIS 60639

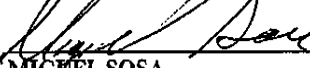
## ERRORS AND OMISSIONS COMPLIANCE AGREEMENT


In consideration of PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION

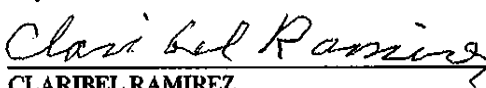
(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

  
MIGUEL SOSA 03/29/14  
Date

  
JUAN RAMIREZ, SR. 03/29/14  
Date

  
CLARIBEL RAMIREZ 03/29/14  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date