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Doc#. 1726501004 Fee: \$62.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/22/2017 09:13 AM Pg: 1 of 8

This Document Prepared By:
ROBERT BURNS
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: LMTS
P.O. BOX 27670
SANTA ANA, CA 92799-7670

Tax/Parcel No. 16201300280000

[Space Above This Line for Recording Data] _____
Original Principal Amount: \$264,843.00 **FHA/VA Case No.: 137-2285450 450**
Unpaid Principal Amount: \$224,057.59 **Loan No: xxxxxx4137**
New Principal Amount \$239,124.51
New Money (Cap): \$15,066.92

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 28TH day of SEPTEMBER, 2012, between ALFREDO BAHENA, MARRIED TO MARISELA BAHENA AND JOSE ROMAN, AN UNMARRIED PERSON ("Borrower"), whose address is 1520 S AUSTIN BLVD, CICERO ILLINOIS 60804 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"), dated APRIL 8, 2003 and recorded on MAY 1, 2003 in INSTRUMENT NO. 0312101099, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$264,843.00, 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 1520 S AUSTIN BLVD, CICERO, ILLINOIS 60804

xxxxxx4137

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the real property described is located in **COOK COUNTY, ILLINOIS** and 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):

1. As of **NOVEMBER 1, 2012** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$239,124.51**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$15,066.92** 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 **3.7500%**, from **NOVEMBER 1, 2012**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,107.42**, beginning on the **1ST** day of **DECEMBER, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 1, 2042** (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, supplementing, 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 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

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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 have executed this Agreement.

PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION

Eileen Burrall
By **EILEEN BURRALL** (print name)
Authorized Agent (title)

10-18-12
Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

State of Ohio

County of Montgomery

The foregoing instrument was acknowledged before me this 10-18-12
(date) by **EILEEN BURRALL**, the **AUTHORIZED AGENT** of **PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION**, a corporation, on behalf of the corporation

Keith J. Bennett
Notary Public

KEITH J. BENNETT
NOTARY PUBLIC • STATE OF OHIO
Printed Name: _____
Recorded in Montgomery County
My commission expires Sept. 30, 2015
My commission expires: _____



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.

Alfredo Bahena (Seal)
Borrower
ALFREDO BAHENA
10-8-12
Date

Marisela Bahena (Seal)
Borrower
MARISELA BAHENA
10-8-12
Date

Jose Roman (Seal)
Borrower
JOSE ROMAN
10-8-12
Date

____ (Seal)
Borrower

Date

____ (Seal)
Borrower

Date

____ (Seal)
Borrower

Date

____ [Space Below This Line for Acknowledgments] _____

BORROWER ACKNOWLEDGMENT
State of **ILLINOIS**

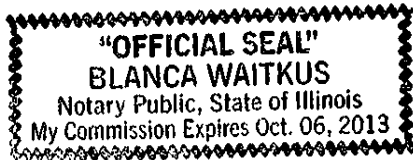
County of Cook

This instrument was acknowledged before me on OCTOBER 8, 2012 (date) by

ALFREDO BAHENA, MARISELA BAHENA, JOSE ROMAN (name/s of person/s).

Blanca Waitkus (Signature of Notary Public)

(Seal)



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EXHIBIT A

**BORROWER(S): ALFREDO BAHENA, MARRIED TO MARISELA BAHENA AND JOSE ROMAN,
AN UNMARRIED PERSON**

LOAN NUMBER: xxxxxx4137

LEGAL DESCRIPTION:

**LOT 6 IN F PAVLICEK'S RESUBDIVISION OF LOTS 6 TO 9 BOTH INCLUSIVE (EXCEPT THE
EAST 126 FEET OF LOTS 6 AND 7) IN BLOCK 14 IN MANDELL AND HYMAN'S SUBDIVISION
OF THE EAST HALF OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE
NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

ALSO KNOWN AS: 1520 S AUSTIN BLVD, CICERO, ILLINOIS 60804

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Date: SEPTEMBER 28, 2012

Loan Number: xxxxxx4137

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

Borrower: ALFREDO BAHENA, MARISELA BAHENA, JOSE ROMAN

Property Address: 1520 S AUSTIN BLVD, CICERO, ILLINOIS 60804

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.

Alfredo Bahena
Borrower: ALFREDO BAHENA
10-8-12
Date

Marisela Bahena
Borrower: MARISELA BAHENA
10-8-12
Date

Jose Roman
Borrower: JOSE ROMAN
10-8-12
Date

Borrower:

Date

Borrower:

Date

Borrower:

Date

UNOFFICIAL COPY

Date: **SEPTEMBER 28, 2012**

Loan Number: xxxxxx4137

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

Borrower: **ALFREDO BAHENA, MARRIED TO MARISELA BAHENA AND JOSE ROMAN, AN UNMARRIED PERSON**

Property Address: **1520 S AUSTIN BLVD, CICERO, ILLINOIS 60804**

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.

Alfredo Bahena
Borrower: **ALFREDO BAHENA**
10-8-12
Date

Marisela Bahena
Borrower: **MARISELA BAHENA**
10-8-12
Date

Jose Roman
Borrower: **JOSE ROMAN**
10-8-12
Date

Borrower:

Date

Borrower:

Date

Borrower:

Date