

# UNOFFICIAL COPY

Doc#. 1730615136 Fee: \$60.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/02/2017 11:42 AM Pg: 1 of 7

This Document Prepared By:  
**SHELLY WINANS**  
**PNC MORTGAGE, A DIVISION OF PNC BANK,**  
**NATIONAL ASSOCIATION**  
**3232 NEWMARK DR**  
**MIAMISBURG, OH 45342**  
**(888) 224-4702**

When Recorded Mail To:  
**PNC BANK, N.A.**  
**P.O. BOX 8800**  
**DAYTON, OH 45401**

**Tax/Parcel #: 16-10-414-034-0000**

[Space Above This Line for Recording Data]

<b>Original Principal Amount: \$143,473.00</b>	<b>FHA/VA Case No.: 137-3498519 703</b>
<b>Unpaid Principal Amount: \$120,000.43</b>	<b>Loan No. (Scan barcode)</b>
<b>New Principal Amount: \$117,121.70</b>	
<b>Capitalization Amount: \$15,800.75</b>	

## LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **28TH** day of **SEPTEMBER, 2017**, between **KATHERINE JONES A SINGLE PERSON** ("Borrower") whose address is **4230 W WEST END AVENUE, CHICAGO, ILLINOIS 60624** and **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 22, 2006** and recorded on **OCTOBER 19, 2006** in **INSTRUMENT NO. 06292226054 BOOK N/A PAGE N/A**, 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

**4230 W WEST END AVENUE, CHICAGO, ILLINOIS 60624**  
(Property Address)



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the real property described being set forth as follows:

**THE LAND REFERRED TO IN THIS DOCUMENT IS SITUATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO, AND DESCRIBED AS FOLLOWS:**

**SEE EXHIBIT A**

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

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, **DECEMBER 1, 2017** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$117,121.70**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest 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, in the amount of U.S. **\$15,800.75**. **This Unpaid Principal Balance has been reduced by the contemporaneous HUD Partial Claim amount of \$18,679.48. This agreement is conditioned on the proper execution and recording of this HUD Partial Claim.**
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 **4.1250%**, from **DECEMBER 1, 2017**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **567.63**, beginning on the **1ST** day of **JANUARY, 2018**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.1250%** will remain in effect until principal and interest are paid in full. **It is** **DECEMBER 1, 2047** (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

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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.**
  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.
  8. **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 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.

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In Witness Whereof, I have executed this Agreement.

Katherine Jones  
Borrower: KATHERINE JONES

10/05/2017  
Date

Borrower: \_\_\_\_\_

\_\_\_\_\_ 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 October 5, 2017 (date) by

KATHERINE JONES (name/s of person/s acknowledged).

Darlean Riles Okotete

Notary Public  
(Seal)

Printed Name: Darlean Riles Okotete

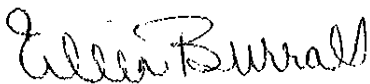
My Commission expires:  
8/31/2019



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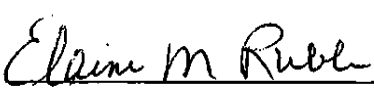
In Witness Whereof, the Lender has executed this Agreement.

**PNC BANK, NATIONAL ASSOCIATION**

  
 By Eileen Burrall (print name) 10-25-17 Date  
Mortgage Officer (title)  
 [Space Below This Line for Acknowledgments] \_\_\_\_\_

State of Ohio  
 County of Montgomery

The foregoing instrument was acknowledged before me this 10-25-17  
 (date) by Eileen Burrall, the Mortgage Officer of PNC BANK,  
 NATIONAL ASSOCIATION, a national association, on behalf of the national association

  
 Notary Public

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



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

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



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## EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by **KATHERINE JONES A SINGLE PERSON** to **AMERICAN HOME MORTGAGE** for **\$143,473.00** and interest, dated **SEPTEMBER 22, 2006** and recorded on **OCTOBER 19, 2006** in **INSTRUMENT NO. 0629226054 BOOK N/A PAGE N/A.**

This mortgage was assigned from **AMERICAN HOME MORTGAGE** (assignor), to **PNC BANK, NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated **NOVEMBER 10, 2016** and recorded on **NOVEMBER 10, 2016** in **INSTRUMENT NO. 1631547124 BOOK N/A PAGE N/A.**

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**Exhibit A (Legal Description)**

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

LOT 36 IN TILE RESUBDIVISION OF THE SOUTH 1/2 OF BLOCK 19 IN SUBDIVISION OF THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BEING THE SAME PROPERTY AS CONVEYED FROM JOHN LENNON AND DOROTHY LENNON HIS WIFE AND KEVIN F. O'HARA AND MICHELE O'HARA, HIS WIFE AS TENANTS IN COMMON TO KATHERINE JONES, DIVORCED NOT REMARRIED OF CHICAGO, AS DESCRIBED IN DEED DOCUMENT NO. 0629226053, DATED 9/18/2006, RECORDED 10/19/2006.

TAX ID #: 16-10-414-037-0000

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY ALSO KNOWN AS: 4230 W WEST END AVE, CHICAGO, IL 60624.

Property of Cook County Clerk's Office