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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/26/2018 01:41 PM Pg: 1 of 7

This Document Prepared By:
KATHY RAWLINS
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 #: 29-09-104-038-0000

[Space Above This Line for Recording Data]

Original Principal Amount: \$87,776.00	FHA/VA Case No.:137-2326923 703
Unpaid Principal Amount: \$56,125.06	Loan No: ****1682
New Principal Amount: \$62,422.69	
Capitalization Amount: \$11,176.68	

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **12TH** day of **FEBRUARY, 2018**, between **TONI L. GARDNER** ("Borrower") whose address is **14377 S PARK AVENUE, HARVEY, ILLINOIS 60426** and **PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST TO NATIONAL CITY REAL ESTATE SERVICES, LLC, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, INC., FORMERLY KNOWN AS NATIONAL CITY MORTGAGE CO.**

("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 **JULY 2, 2003** and recorded on **AUGUST 7, 2003** in **INSTRUMENT NO. 0321933190 BOOK NA PAGE NA**, 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

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14377 S PARK AVENUE, HARVEY, ILLINOIS 60426

(Property Address)

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 HARVEY, 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, **FEBRUARY 1, 2018** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$62,422.69**, 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. **\$11,176.68**. **This Unpaid Principal Balance has been reduced by the contemporaneous HUD Partial Claim amount of \$2,879.05. 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 **FEBRUARY 1, 2018**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **302.53**, beginning on the 1ST day of **MARCH, 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. If on **FEBRUARY 1, 2048** (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:

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- (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.**
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.

Toni L. Gardner
Borrower: **TONI L. GARDNER**

2/20/18
Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of **ILLINOIS**

County of COOK

This instrument was acknowledged before me on 2-20-18 (date) by

TONI L. GARDNER (name/s of person/s acknowledged).

Tamara Brown
Notary Public

(Seal)
Printed Name: Tamara Brown

My Commission expires 8/19/2020



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In Witness Whereof, the Lender has executed this Agreement.

PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST TO NATIONAL CITY REAL ESTATE SERVICES, LLC, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, INC., FORMERLY KNOWN AS NATIONAL CITY MORTGAGE CO.

02-27-18 ERB
~~02-26-18~~

By Eileen Burrall (print name) _____ Date _____
 Mortgage Officer (title)
 [Space Below This Line for Acknowledgments] _____

State of Ohio
 County of Cuyahoga

The foregoing instrument was acknowledged before me this 2-27-18
 (date) by Eileen Burrall, the Mortgage officer of PNC BANK,
 NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST TO NATIONAL CITY REAL ESTATE
 SERVICES, LLC, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, INC.,
 FORMERLY KNOWN AS NATIONAL CITY MORTGAGE CO.
 , a national association, on behalf of the national association

Eileen M Ruble
 Notary Public



Eileen M Ruble, Notary Public
 for and on behalf of the State of Ohio
 My Commission Expires Jan. 2, 2023

Printed Name: Eileen M Ruble
 My commission expires: 1-2-2023

**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 **TONI L. GARDNER** to **TOWER MORTGAGE INC.** for **\$87,776.00** and interest, dated **JULY 2, 2003** and recorded on **AUGUST 7, 2003** in **INSTRUMENT NO. 0321933190 BOOK NA PAGE NA.**

This mortgage was assigned from **TOWER MORTGAGE INC.** (assignor), to **NATIONAL CITY MORTGAGE CO.**, (assignee), by assignment of mortgage dated **JULY 2, 2003** and recorded on **AUGUST 7, 2003** in **INSTRUMENT NO. 0321933191 BOOK NA PAGE NA.**

Loan Modification Agreement made by **TONI L GARDNER AND OWENS GARDNER MARRIED** to **PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST TO NATIONAL CITY REAL ESTATE SERVICES, LLC, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, INC., FORMERLY KNOWN AS NATIONAL CITY MORTGAGE CO.** dated **AUGUST 29, 2012** and recorded on **AUGUST 28, 2014** in **INSTRUMENT NO. 1424047123 BOOK NA PAGE NA.** Modified amount is now **\$75,762.66.** Mortgage tax paid: **\$0.00.**

Loan Modification Agreement made by **TONI L GARDNER AND OWENS GARDNER MARRIED** to **PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST TO NATIONAL CITY REAL ESTATE SERVICES, LLC, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, INC., FORMERLY KNOWN AS NATIONAL CITY MORTGAGE CO.** dated **AUGUST 26, 2015** and recorded on **OCTOBER 19, 2015** in **INSTRUMENT NO. 1529249060 BOOK NA PAGE NA.** Modified amount is now **\$58,630.85.** Mortgage tax paid: **\$0.00.**

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

LOT 38 IN BLOCK 1 IN STREAMSIDE PARK SUBDIVISION, A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 8 AND PART LYING NORTH OF THE RIVER AND WEST OF THE RAILROAD IN SECTION 9, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BEING THE SAME PROPERTY AS CONVEYED FROM LISA D. NEWMAN, A MARRIED TO STEVEN WRIGHT TO TONI L. GARDNER, MARRIED TO OWENS GARDNER, NOT IN TENANCY IN COMMON, BUT IN JOINT TENANCY, AS DESCRIBED IN INSTRUMENT NO. 99828827, DATED 8/27/1999, RECORDED 8/31/1999.

TAX ID #: 29-09-104-038-0000

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY ALSO KNOWN AS: 14377 PARK AVE, HARVEY, IL 60426.