

# UNOFFICIAL COPY

Doc#. 1811501155 Fee: \$60.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/25/2018 11:12 AM Pg: 1 of 7

This Document Prepared By:  
**JARAD DOUGLAS**  
PNC Mortgage, a division of PNC Bank, N.A.  
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 #: 17-22-304-052-0000

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_  
**Original Principal Amount: \$513,600.00**      **Investor Loan No.: 0070076107**  
**Unpaid Principal Amount: \$342,421.06**      **Loan No: \*\*\*\*9840**  
**New Principal Amount: \$358,698.64**  
**Capitalization Amount: \$16,277.58**

## **LOAN MODIFICATION AGREEMENT (MORTGAGE)** (Providing for Step Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 21ST day of MARCH 2018, between **BRIAN V LEONARD AND SANDRA M. LEONARD HIS WIFE, AS TENANTS BY THE ENTIRETY** ("Borrower") whose address is **318 E 18TH ST, CHICAGO, ILLINOIS 60616** 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. DOING BUSINESS AS COMMONWEALTH UNITED MORTGAGE COMPANY** ("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 **MARCH 12, 2004** and recorded on **JUNE 3, 2004** in **INSTRUMENT NO. 0415510124 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

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**318 E 18TH ST, CHICAGO, ILLINOIS 60616**  
(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 CHICAGO, and described as follows:**

**SEE ATTACHED EXHIBIT A**

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, **APRIL 1, 2018**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is **U.S. \$358,698.64**, 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 **4.0000%** from **APRIL 1, 2018**, and Borrower promises to pay monthly payments of principal and interest in the amount of **U.S. \$2,532.40** beginning on the **1ST** day of **MAY, 2018**. The new Maturity Date will be **APRIL 1, 2034**. Borrower's payment schedule for the modified loan is as follows:

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Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest	Monthly* Escrow Payment	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-36	4.0000%	04/01/2018	\$2,532.40	\$1,199.53 May adjust periodically	\$3,731.93 May adjust periodically	05/01/2018	36
37-192	4.2500%	04/01/2021	\$2,570.32	May adjust periodically	May adjust periodically	05/01/2021	156

Borrower shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **APRIL 1, 2034**, (the "Maturity Date"), Borrower still owes amounts under the Note and 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. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to

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default in the making of the modified payments hereunder.

- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) 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.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required 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.
6. **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**
7. Notwithstanding anything to the contrary contained in this Agreement, Borrower and Lender acknowledge the effect of a discharge in bankruptcy that has been granted to Borrower prior to the execution of this Agreement and that Lender may not pursue Borrower for personal liability. However, Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. The parties agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default thereunder. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.
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.

Brian V. Leonard  
Borrower: BRIAN V LEONARD

3/24/18  
Date

Sandra M Leonard  
Borrower: SANDRA M. LEONARD

3-24-18  
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 March 24th, 2018 (date) by

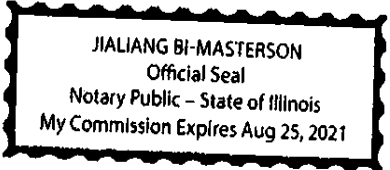
BRIAN V LEONARD, SANDRA M. LEONARD (name/s of person/s acknowledged).

[Signature]

Notary Public  
(Seal)

Printed Name: Jialiang Bi-Masteron

My Commission expires:  
Aug 25th, 2021



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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. DOING BUSINESS AS COMMONWEALTH UNITED MORTGAGE COMPANY**

By Eileen Burrall (print name) 03-29-18 Date  
Mortgage Officer (title)

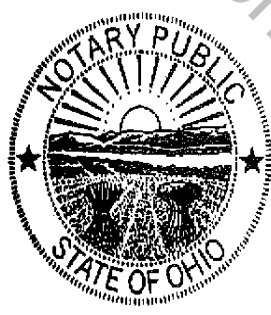
\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

State of OH  
County of Montgomery

The foregoing instrument was acknowledged before me this 3-29-18  
(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. DOING BUSINESS AS COMMONWEALTH UNITED MORTGAGE COMPANY, a national association, on behalf of the national association

Elaine M Ruble  
Notary Public



Printed Name: Elaine 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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## LEGAL DESCRIPTION Exhibit "A"

**TAX ID# 17-22-304-052-0000**

**Exhibit A (Legal Description)**

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

LOT 18 IN PRAIRIE DISTRICT TOWNHOMES RESUBDIVISION PHASE 1A, BEING A SUBDIVISION OF PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 4, 2003 AS DOCUMENT NUMBER 0030491211, IN COOK COUNTY, ILLINOIS.

BEING THE SAME PROPERTY AS CONVEYED FROM PRAIRIE DISTRICT HOMES, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY TO BRIAN V. LEONARD AND SANDRA M. LEONARD, HIS WIFE, AS TENANTS BY THE ENTIRETY, AS DESCRIBED IN DEED INSTRUMENT #047551123 DATED 3/12/2004, RECORDED 6/3/2004.

TAX ID #: 17-22-304-052-0000

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY ALSO KNOWN AS: 318 E 18TH ST, CHICAGO, IL 60616.

Property of Cook County Clerk's Office