

UNOFFICIAL COPY

Doc#: 1905606099 Fee: \$58.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 02/25/2019 11:46 AM Pg: 1 of 6

This Document Prepared By:
JUDITH A JEFFERSON
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 #: 19-06-116-027-0000

[Space Above This Line for Recording Data]
Original Principal Amount: \$206,750.00 **FHA/VA Case No.:137-1886557 703**
Unpaid Principal Amount: \$83,835.97 **Loan No: ****5028**
New Principal Amount: \$97,655.32
Capitalization Amount: \$39,125.97

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 26TH day of DECEMBER, 2018, between **RUBEN SANCHEZ MARRIED AND MARY SANCHEZ MARRIED AND SERGIO MENDEZ A SINGLE PERSON** ("Borrower") whose address is **4118 S GROVE AVE, STICKNEY, ILLINOIS 60402** 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 DRIVE, 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 **AUGUST 29, 2002** and recorded on **SEPTEMBER 5, 2002** in **INSTRUMENT NO. 0020978089 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,

UNOFFICIAL COPY

which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

4118 S GROVE AVE, STICKNEY, ILLINOIS 60402

(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 STICKNEY, 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, **FEBRUARY 1, 2019** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$97,655.32**, 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. **\$39,125.97**. This Unpaid Principal Balance has been reduced by the contemporaneous HUD Partial Claim amount of **\$23,306.52**. 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 **4.8750%**, from **FEBRUARY 1, 2019**. Borrower promises to make monthly payments of principal and interest of U.S. **\$ 516.80**, beginning on the **1ST** day of **MARCH, 2019**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.8750%** will remain in effect until principal and interest are paid in full. If on **FEBRUARY 1, 2049** (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:

UNOFFICIAL COPY

- (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.

UNOFFICIAL COPY

In Witness Whereof, I have executed this Agreement.

Ruben Sanchez
Borrower: RUBEN SANCHEZ

1-14-19
Date

Mary Sanchez
Borrower: MARY SANCHEZ

1-14-19
Date

Sergio Mendez
Borrower: SERGIO MENDEZ

1-14-19
Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of COOK

This instrument was acknowledged before me on JANUARY 14, 2019 (date) by

RUBEN SANCHEZ, MARY SANCHEZ, SERGIO MENDEZ (name/s of person/s acknowledged).

Migdalia Perez
Notary Public

(Seal)
Printed Name: MIGDALIA PEREZ

My Commission expires:
05/18/2021



UNOFFICIAL COPY

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

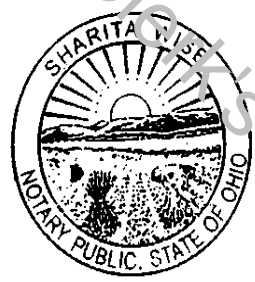
By Eileen Burrall (print name) 01-25-19 Date
Mortgage Officer (title)
[Space Below This Line for Acknowledgments]

State of Ohio
County of Montgomery

The foregoing instrument was acknowledged before me this 1-25-19
(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

Sharita Wise
Notary Public



SHARITA WISE
NOTARY PUBLIC
STATE OF OHIO
RECORDED IN
MONTGOMERY COUNTY
My Commission Expires
September 30, 2020

Printed Name: Sharita Wise
My commission expires: 9-30-2020

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

UNOFFICIAL COPY

Exhibit A (Legal Description)

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

LOT 8 AND THE NORTH HALF OF LOT 9 IN BLOCK 8 IN OAK PARK AVENUE SUBDIVISION BEING A SUBDIVISION OF THE FOLLOWING BLOCKS AND PARTS OF BLOCKS IN B.F. SHOTWELL'S SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TO WIT; BLOCK 1 (EXCEPT THE NORTHWEST QUARTER THEREOF), BLOCKS 2 AND 5; BLOCK 6 (EXCEPT THE NORTHWEST QUARTER AND EXCEPT THE SOUTH 166 FEET OF THE EAST 152 FEET THEREOF); BLOCK 7 (EXCEPT THE NORTH 1/2 AND EXCEPT THE NORTH 30 FEET AND THAT PART OF THE SOUTH HALF THEREOF LYING EAST OF THE EAST LINE OF THE ALLEY); BLOCKS 8 AND 9 AND THE NORTH 249.19 FEET OF THE WEST HALF OF BLOCK 10 AND ALL OF BLOCK 11. IN COOK COUNTY, ILLINOIS.

BEING THE SAME PROPERTY AS CONVEYED FROM RUBEN SANCHEZ, A SINGLE PERSON TO MARY SANCHEZ, AS DESCRIBED IN DEED INSTRUMENT NO. 1732034043 DATED ON 10/17/2017, RECORDED ON 11/16/2017

TAX ID #: 19-06-116-027-000

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY ALSO KNOWN AS: 4118 GROVE AVE, STICKNEY, IL 60402

Property of Cook County Clerk's Office