

# UNOFFICIAL COPY

Doc#. 1915046109 Fee: \$98.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 05/30/2019 01:12 PM Pg: 1 of 6

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 #: 15-13-109-051-1046

\_\_\_\_\_[Space Above This Line for Recording Data]\_\_\_\_\_

**Original Principal Amount: \$382,837.00**

**FHA/VA Case No.: 137-4993144 734**

**Beginning Unpaid Principal Amount: \$282,189.67**

**Loan No: \*\*\*\*2887**

**Capitalization Amount: \$13,099.38**

**New Principal Amount: \$236,495.03**

**Partial Claim Amount: \$58,794.02**

**Total Principal Amount: \$295,289.05**

## LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 22ND day of APRIL, 2019, between **KAREN P SANDERS AN UNMARRIED PERSON AND ANITA Y SANDERS AN UNMARRIED PERSON** ("Borrower") whose address is **501 GROVE LANE, FOREST PARK, ILLINOIS 60130** and **PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK**

("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 **MAY 29, 2009** and recorded on **JUNE 5, 2009** in **INSTRUMENT NO. 0915646046 BOOK N/A PAGE N/A**, of the **OFFICIAL** Records of **COOK COUNTY, ILLINOIS**, and (2)

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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

**501 GROVE LANE, FOREST PARK, ILLINOIS 60130**

(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 FOREST PARK, AND DESCRIBED AS FOLLOWS:**

**SEE 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, **JUNE 1, 2019** the amount payable under the Note and the Security Instrument (the "Beginning Unpaid Principal Balance") is U.S. **\$282,189.67**. The 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, is the amount of U.S. **\$13,099.38**. The "Beginning Unpaid Principal Balance" plus the total Capitalization amount results in the "Total Principal Amount" payable to PNC and HUD in the amount of U.S. **\$295,289.05**. The Loan Modification includes the contemporaneous HUD Partial Claim amount of **\$58,794.02** which is due to HUD. The "Total Principal Amount" of **\$295,289.05** consists of the **\$236,495.03** (New Principal Amount minus the Partial Claim Amount) payable to PNC and the HUD Partial Claim amount of **\$58,794.02** payable to HUD.
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 **4.7500%**, from **JUNE 1, 2019**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,233.67**, beginning on the **1ST** day of **JULY, 2019**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.7500%** will remain in effect until principal and interest are paid in full. If on **JUNE 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

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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. **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.

Karen P Sanders

Borrower: KAREN P SANDERS

4/30/19

Date

Anita Y Sanders

Borrower: ANITA Y SANDERS

04-30-2019

Date

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

### BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of Cook

This instrument was acknowledged before me on April 30, 2019 (date) by

KAREN P SANDEI'S, ANITA Y SANDERS (name/s of person/s acknowledged).

[Signature]

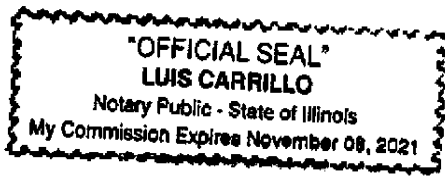
Notary Public

(Seal)

Printed Name: Luis Carrillo

My Commission expires:

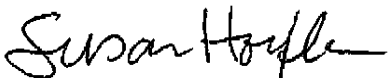
November 08, 2021



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In Witness Whereof, the Lender has executed this Agreement.

**PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK**

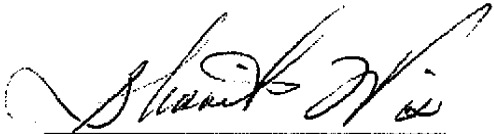
  
 By EILEEN BURRALL (print name) 5/17/19 Date  
 Mortgage Officer (title)  
Susan Hoefler (SH) [Space Below This Line for Acknowledgments]

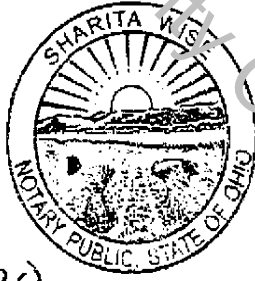
State of OH

County of Montgomery

The foregoing instrument was acknowledged before me this 5-17-19  
 (date) by Susan Hoefler (SH) the MORTGAGE OFFICER of PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK

, a national association, on behalf of the national association

  
 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

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## Exhibit A (Legal Description)

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

**PARCEL 1:**

UNIT NUMBER 501 IN THE RESIDENCES AT THE GROVE TOWNHOME CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOTS 3, 4, 9 AND 10 IN THE RESIDENCES AT THE GROVE, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 28, 2005 AS DOCUMENT NUMBER 0536203040, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0615932017 TO THE TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

**PARCEL 2:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS FROM PARCEL 1 TO THE PUBLIC STREETS AND ROADS, OVER AND ACROSS THE ROADS, DRIVEWAYS AND WALKWAYS LOCATED ON THE COMMUNITY AREA AS DEFINED IN ARTICLES I AND II OF THE COMMUNITY DECLARATION FOR THE RESIDENCES AT THE GROVE RECORDED JUNE 8, 2006 AS DOCUMENT NUMBER 0615932018 AND SUPPLEMENT NO. 1 TO THE COMMUNITY DECLARATION RECORDED AS DOCUMENT NUMBER 0617334013 AND SUPPLEMENT NO. 2 TO THE COMMUNITY DECLARATION RECORDED AS DOCUMENT NUMBER 0620632060 SUPPLEMENT NO. 3 AND SUPPLEMENT NO. 4 TO THE COMMUNITY DECLARATION RECORDED AS DOCUMENT NUMBER 0626545034 AND SUPPLEMENT NO. 5 TO THE COMMUNITY DECLARATION RECORDED AS DOCUMENT NUMBER 0628618040 AND SUPPLEMENT NO. 6 TO THE COMMUNITY DECLARATION RECORDED AS DOCUMENT NUMBER 0631217000 AND AS DOCUMENT NUMBER 0631217001 AND SUPPLEMENT NO. 7 TO THE COMMUNITY DECLARATION RECORDED AS DOCUMENT NUMBER 0633513065 AND SUPPLEMENT NO. 8 TO THE COMMUNITY DECLARATION RECORDED AS DOCUMENT NUMBER 0707222079 AND SUPPLEMENT NO. 9 TO THE COMMUNITY DECLARATION RECORDED AS DOCUMENT NUMBER 0715713050 AND SUPPLEMENT NO. 10 TO THE COMMUNITY DECLARATION RECORDED AS DOCUMENT NUMBER 0729515135 AND SUPPLEMENT NO. 11 TO THE COMMUNITY DECLARATION RECORDED AS DOCUMENT NUMBER 0731015083 AND SUPPLEMENT NO. 12 TO THE COMMUNITY DECLARATION RECORDED AS DOCUMENT NUMBER 0733115061 AND SUPPLEMENT NO. 13 TO THE COMMUNITY DECLARATION RECORDED AS DOCUMENT NUMBER 0811916053, AS DELINEATED ON THE SURVEY ATTACHED AS EXHIBIT "C" TO THE AFORESAID DECLARATION AS AMENDED FROM TIME TO TIME.

BEING THE SAME PROPERTY AS CONVEYED FROM FOREST PARK GROVE, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY TO KAREN P. SANDERS AND ANITA Y. SANDERS, AS JOINT TENANTS, AS DESCRIBED IN DEED INSTRUMENT NO. 0915646045 DATED ON 5/28/2008, RECORDED ON 6/5/2009

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TAX ID #: 15-13-109-051-1046

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY ALSO KNOWN AS: 501 GROVE LN, FOREST PARK, IL 60130