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Doc#: 1917606161 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 06/25/2019 01:02 PM Pg: 1 of 8

This Document Prepared By:
FARAH LYNN JOHNSON
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 #: 15-16-419-055-0000

[Space Above This Line for Recording Data]

Original Principal Amount: \$91,675.00

Fannie Mae Loan No.: 4009697542

Unpaid Principal Amount: \$83,438.75

Loan No: ****2310

New Principal Amount: \$84,954.02

Capitalization Amount: \$1,515.27

LOAN MODIFICATION AGREEMENT (MORTGAGE)

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 29TH day of MARCH, 2019, between JESUS CANTU A MARRIED MAN AND ALMA NELIA CANTU ("Borrower") whose address is 1106 GARDNER RD, WESTCHESTER, ILLINOIS 60154 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"), dated JULY 30, 2013 and recorded on AUGUST 14, 2013 in INSTRUMENT NO. 1322604117 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

1106 GARDNER RD, WESTCHESTER, ILLINOIS 60154

(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 WESTCHESTER, 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 **MAY 1, 2019**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is **U.S. \$84,954.02**, 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 **4.7500%** from **MAY 1, 2019**. Borrower promises to pay monthly payments of principal and interest of **U.S. \$395.68** beginning on the **1ST** day of **JUNE, 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 the principal and interest are paid in full. If on **MAY 1, 2059** (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 Note

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- (b) all terms and provisions of any adjustable rate rider, 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 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.
- (f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan on any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided

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to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging .

- 6) **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.

Jesus Cantu
Borrower: JESUS CANTU

4-13-19
Date

Alma Nelia Cantu
Borrower: ALMA NELIA CANTU *signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

4-13-19
Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT
State of ILLINOIS

County of Franklin

This instrument was acknowledged before me on 04/13/2019 (date) by

JESUS CANTU, ALMA NELIA CANTU (name/s of person/s acknowledged).

Felix Che
Notary Public
(Seal)
Printed Name: Felix Che

My Commission expires:
09/30/2022



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In Witness Whereof, the Lender has executed this Agreement.

PNC BANK NATIONAL ASSOCIATION

Loetta Dunlman
By ~~EILEEN BURRALL~~ ^{LOETTA DUNLMAN} (print name)
Mortgage Officer (title)

6/4/19
Date

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

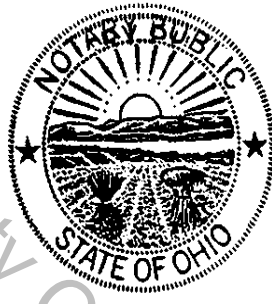
State of OHIO

County of Montgomery

The foregoing instrument was acknowledged before me this June 4th, 2019
(date) by ~~EILEEN BURRALL~~ ^{LOETTA DUNLMAN} the **MORTGAGE OFFICER** of **PNC BANK NATIONAL ASSOCIATION**, a national association, on behalf of the national association

Judith A. Jefferson
Notary Public

Printed Name: Judith A. Jefferson
My commission expires: October 1, 2023



JUDITH A JEFFERSON, Notary Public
In and for the State of Ohio
My Commission Expires Oct 1, 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 **JESUS CANTU A MARRIED MAN AND ALMA NELIA CANTU** to **UNITED WHOLE MORTGAGE** for **\$91,675.00** and interest, dated **JULY 30, 2013** and recorded on **AUGUST 14, 2013** in **INSTRUMENT NO. 1322604117 BOOK N/A PAGE N/A**.

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR UNITED WHOLESALE MORTGAGE** (assignor), to **PNC BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated **AUGUST 19, 2015** and recorded on **AUGUST 31, 2015** in **INSTRUMENT NO. 1524315000 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:

THE SOUTH 6.86 FEET OF LOT 19, ALL OF LOT 20 AND LOT 21 (EXCEPT THE SOUTH 6.86 FEET THEREOF) IN WILLIAM ZELOSKY'S TERMINAL ADDITION TO WESTCHESTER IN THE SOUTH 1/2 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

BEING THE SAME PROPERTY AS CONVEYED FROM FEDERAL HOME LOAN MORTGAGE CORPORATION TO JESUS CANTU, AS DESCRIBED IN DEED INSTRUMENT NO. 1322604116, DATED 6/27/2013, RECORDED 8/14/2013.

TAX ID #: 15-16-419-055-0000

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY ALSO KNOWN AS: 1106 GARDNER RD, WESTCHESTER, IL 60154.

Property of Cook County Clerk's Office