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Doc#: 1922613130 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 08/14/2019 10:46 AM Pg: 1 of 7

This Document Prepared By:
CORLISS ELAINE JAMES
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 #: 16-02-102-035-0000 AND 16-02-102-035-0000

[Space Above This Line for Recording Data]

Original Principal Amount: \$142,485.00 FHA/VA/RHS Case No.: 137-2264958 703
Unpaid Principal Amount: \$144,304.99 Loan No: ****1957
New Principal Amount: \$168,845.56
Capitalization Amount: \$24,540.57

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 8TH day of APRIL, 2019, between ANGEL GARCIA AKA ANGEL L. GARCIA, MIRNA A. GARCIA AKA MIRNA GARCIA, SAMUEL GARCIA AKA SAM GARCIA ("Borrower"), whose address is 1520 N AVERS, CHICAGO, ILLINOIS 60651 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"), dated FEBRUARY 21, 2003 and recorded on FEBRUARY 27, 2003 in INSTRUMENT NO. 0030280536 BOOK N/A PAGE N/A, COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$142,485.00,

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1520 N AVERS, CHICAGO, ILLINOIS 60651

the real property described is located in COOK COUNTY, ILLINOIS and 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 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. \$168,845.56 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. \$24,540.57.
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 **MAY 1, 2019**. The Borrower promises to make monthly payments of principal and interest of U.S. \$893.54, 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. If on **MAY 1, 2049** (the "Maturity Date"), the 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 it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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; and
 - (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.

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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.

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In Witness Whereof, I have executed this Agreement.

Angel Garcia Angel Garcia 4/22/2019
Borrower: ANGEL GARCIA AKA ANGEL L. GARCIA Date

Mirna A. Garcia Mirna Garcia 4-22-19
Borrower: MIRNA A. GARCIA AKA MIRNA GARCIA Date

Samuel Garcia Sam Garcia 4-22-19
Borrower: SAMUEL GARCIA AKA SAM GARCIA Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of ILLINOIS

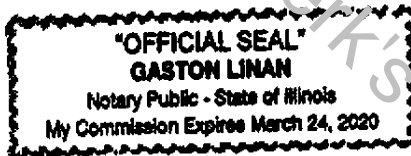
County of Cook

This instrument was acknowledged before me on 04/22/19 (date) by

ANGEL GARCIA AKA ANGEL L. GARCIA, MIRNA A. GARCIA AKA MIRNA GARCIA, SAMUEL GARCIA AKA SAM GARCIA (name/s of person/s acknowledged).

Gaston Linan
Notary Public
(Seal)
Printed Name: Gaston Linan

My Commission expires:
3/24/2020



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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.

Eileen Burrall 04-30-19
 By **EILEEN BURRALL** (print name) Date
 Mortgage Officer (title)

_____ [Space Below This Line for Acknowledgments] _____

LENDER ACKNOWLEDGMENT

State of Ohio

County of Montgomery

The foregoing instrument was acknowledged before me this 4-30-19
 (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.**
 , a national association, on behalf of the national association

Elaine M Ruble
 Notary Public



Elaine M Ruble, Notary Public
 In and for the State of Ohio
 My Commission Expires Jan. 2, 2023

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

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3232 NEWMARK DR
MIAMISBURG, OH 45342

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EXHIBIT B MORTGAGE SCHEDULE

Mortgage made by ANGEL GARCIA AND MIRNA GARCIA AND SAMUEL GARCIA JOINT TENANCY to NATIONAL CITY MORTGAGE CO for \$142,485.00 and interest, dated FEBRUARY 21, 2003 and recorded on FEBRUARY 27, 2003 in INSTRUMENT NO. 0030280536 BOOK N/A PAGE N/A.

Loan Modification Agreement made by ANGEL GARCIA AND MIRNA GARCIA AND SAMUEL GARCIA to PNC MORTGAGE dated MARCH 8, 2012 and recorded on APRIL 27, 2012 in INSTRUMENT NO. 1211819181 BOOK N/A PAGE N/A. Modified amount is now \$161,158.32. Mortgage tax paid: \$0.00.

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Exhibit A (Legal Description)

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

LOT 37 AND 38 IN BLOCK 6 IN HOSMER AND MACKEY'S SUBDIVISION OF BLOCKS 1 TO 6 AND 12 TO 16 IN SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

BEING THE SAME PROPERTY AS CONVEYED FROM SAM GARCIA TO SAM GARCIA & ANGEL L. GARCIA & MIRNA A. GARCIA, AS DESCRIBED IN DEED INSTRUMENT NO 0010557439, DATED 6/8/2001, RECORDED 6/26/2001.

TAX ID #: 16-02-102-035 AND 16-02-102-036 - 0000

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY ALSO KNOWN AS: 1520 N AVERS AVE CHICAGO, IL 60651

Property of Cook County Clerk's Office