

UNOFFICIAL COPY

Doc#: 1923355076 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 08/21/2019 10:31 AM Pg: 1 of 7

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 #: 04-21-203-016-1030

[Space Above This Line for Recording Data]

Original Principal Amount: \$356,750.00
Unpaid Principal Amount: \$356,750.00
New Principal Amount: \$504,862.61
Capitalization Amount: \$148,112.61

Fannie Mae Loan No.: 1706380771
Loan No: **4183**

LOAN MODIFICATION AGREEMENT (MORTGAGE)

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 15TH day of MAY, 2019, between **MARY ANN MOLTZ MARRIED AND MARSHALL J MOLTZ** (Borrower), whose address is 112 HARVARD CT, GLENVIEW, ILLINOIS 60026 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"), dated JANUARY 29, 2008 and recorded on FEBRUARY 6, 2008 in INSTRUMENT NO. 0803741074, of the OFFICIAL Records of COOK COUNTY, ILLINOIS, and (2) the Note bearing the same date as, and secured by, the

UNOFFICIAL COPY

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

112 HARVARD CT, GLENVIEW, ILLINOIS 60026
(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 GLENVIEW, and described as follows:

SEE ATTACHED LEGAL 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 "New Principal Balance") is U.S. **\$504,862.61**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 2) **\$151,458.78** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The new Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$353,403.83**. Interest will be charged on the Interest Bearing Principal Balance at a yearly rate of **4.7500%** from **JUNE 1, 2019**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,646.01** beginning on the **1ST** day of **JULY, 2019**. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full. If 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. The new Maturity Date will be **JUNE 1, 2059**.
- 3) I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
- 4) If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.
- 5) 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

UNOFFICIAL COPY

expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

- 6) 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
 - (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.
- 7) 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 person 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,

UNOFFICIAL COPY

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 or 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 to Lender or Third Parties.

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

- 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.

Mary Ann Moltz
Borrower: **MARY ANN MOLTZ**

6/12/19
Date

Borrower: **MARSHALL J MOLTZ** *(deceased) EPOA* signing solely to acknowledge this agreement, but not to incur any personal liability for the debt

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of **ILLINOIS**

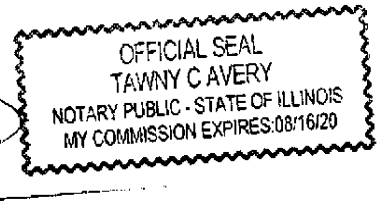
County of Cook

This instrument was acknowledged before me on June 12, 2019 (date) by Tawny C. Avery (date) by MARY ANN MOLTZ, MARSHALL J MOLTZ (name/s of person/s acknowledged). *(deceased) EPOA*

Notary Public
(Seal)

Printed Name: Tawny C. Avery


My Commission expires: 8/16/20



UNOFFICIAL COPY

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) 06-27-19 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 6-27-19

(date) by **EILEEN BURRALL**, 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



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

UNOFFICIAL COPY

Exhibit A (Legal Description)

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

UNIT 5-27-L-G-112 IN PRINCETON VILLAGE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF PRINCETON VILLAGE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 SECTION 21, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 89300376 AND AS AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

BEING THE SAME PROPERTY AS CONVEYED FROM JOHN W. BRITTINGHAM, TRUSTEE OF JOHN W. BRITTINGHAM FAMILY TRUST (A/K/A JOHN W. BRITTINGHAM TRUST) DATED APRIL 21, 1989 TO MARSHALL J. MOLTZ AND MARY ANN MOLTZ, HIS WIFE, AS HUSBAND AND WIFE, NOT AS JOINT TENANTS OR TENANTS IN COMMON BUT AS TENANTS BY THE ENTIRETY, AS DESCRIBED IN DEED INSTRUMENT NO. 93962799 DATED ON 11/15/1993, RECORDED ON 11/24/1993

TAX ID #: 04-21-203-017-1020

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY ALSO KNOWN AS: 112 HARVARD CT, GLENVIEW, IL 60026

Property of Cook County Clerk's Office