### UNOFFICIAL CC

Doc#. 2029318002 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds Date: 10/19/2020 09:36 AM Pg: 1 of 6

This Document Prepared By: SHELLY WINANS PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION -004 Collus 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 #: 13-32-307-013-0000

[Space Above This Line for Recording Data]

Original Principal Amount: \$121,901.00

FHA\ /A Cane No.:137-6623817 702

Beginning Unpaid Principal Amount: \$105,279.85

Loan No: \*\*\*\*5567

Capitalization Amount: \$1,748.89 New Principal Amount: \$75,342.04 Partial Claim Amount: \$31,686.70 Total Principal Amount: \$107,028.74

#### LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 4TH day of AUGUST, 2020, between ERICA HODGES AN UNMARRIED WOMAN ("Borrower") whose address is 1816 NORTH AUSTIN AVENUE, CHICAGO, ILLINOIS 60639 and PNC MORTGAGE, A DIVISION OF 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"), and Timely Payment Rewards Rider, if any, dated AUGUST 15, 2012 and recorded on SEPTEMBER 11, 2012 in INSTRUMENT NO. 1225522117 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

#### 1816 NORTH AUSTIN AVENUE, CHICAGO, ILLINOIS 60639

(Property Address)

the real property described being set forth as follows:

THE LAND REFERRED TO IN THIS DOCUMENT IS SITUATED IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, AND DESCRIBED AS FOLLOWS:

SEE EXHILT!

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding mything to the contrary contained in the Note or Security Instrument):

- 1. As of, SEPTEMBER 1 2020 the amount payable under the Note and the Security Instrument (the "Beginning Unpaid Principal Ralance") is U.S. \$105,279.85. 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. \$1,748.89. The "Beginning Unpaid Principal Balance" plus the total Caritalization amount results in the "Total Principal Amount" payable to PNC and HUD in the amount of U.S. \$107,028.74. The Loan Modification includes the contemporaneous HUD Partial Claim arount of \$31,686.70 which is due to HUD. The "Total Principal Amount" of \$107,028.74 consists of the \$75,342.04 (New Principal Amount minus the Partial Claim Amount) payable to PNC and the FUD Partial Claim amount of \$31,686.70 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 3.5000%, from SEPTEMBER 1, 2020. Borrower promises to make monthly payments of principal and interest of U.S. \$338.32, beginning on the 1ST day of OCTOBER, 2020, and continuing for eafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.5000% will remain in effect until principal and interest are paid in full. If on SEPTEMFER 1, 2050 (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 Louder'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, 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 a policable, 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 pankruptcy, 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 do un ents 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, prerecurded and email messages: If, at any time, you provide to PNC, its affiliates or designees contact number, and are wireless telephone number(s) including, but not limited to, cell or VolP numbers, you are consenting to PNC, its affiliates and designees using an automated dialing system to call or text you, c. 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 ard/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 rooviding your email address, you consent to receive electronic mail from PNC, its affiliates and designees

In Witness Whereof, I have executed this Agreement.	8/16/202
Borrower: ERICA HODGES	Date
[Space Below This Line for Acknowledgments]	
BORROWER ACKNOWLEDGMENT State of ILLINOIS	
County of LOIK	<b>0</b> /i
This instrument was acknowledged before me onAUQ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	(date) by
ERICA HODGES (Ame/s of person/s acknowledged).	
My Commission expires:  OFFICIAL SEAL  DATRICIA FLORES  NOT RY P JBLIC - STATE OF ILLINOIS  MY COMMISSION EXPIRES: 01/24/21	
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In Witness Whereof, the Lender has executed this Agreement.

PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION

Ophinger Muzes	8/28/20
By JENNIFER MYERS (print name)	Date
Vice Assident (title) [Space Below This Line for Ackn	owledements
State of	
County of MATGAMENY	1. 02000
The foregoing instrument was acknowledged before me this	ALLA 25,2020
(date) by JENNIFER MYERS, the VICE PRESIDENT of Pr	NC MORTGAGE, A DIVISION OF PNO
BANK, NATIONAL ASSOCIATION, a national association, on	behalf of the national association
Notary Public  Printed Name: Ellegn R Burnall  My commission expires: 06-03-2022	COMMISSION ENTREMENT
PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONA 3232 NEWMARK DR MIAMISBURG, OH 45342	LASSOCIATION
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## **UNOFFICIAL COPY**

**LEGAL DESCRIPTION** Exhibit "A" PNC# 8000225567

TAX ID# 13-32-307-013-0000

#### Exhibit A (Legal Description)

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

LOT 11 IN DAVID GOVER'S SUBDIVISION OF THE SOUTH 480 FEET OF THE EAST HALF LYING EAST OF THE EAST LINE PUBLIC ALLEY OF BLOCK 26 IN A GALE'S SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 31, AND THE SOUTHWEST QUARTER OF SECTION 3. TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BEING THE SAME PROPERTY AS CONVEYED FROM LIL IAM MEDINA AND OCTAVIO PATINO, HUSBAND AND WIFE, TENANTS BY THE ENTIRETY, TO ERICA HODGES, SING, F. AS DESCRIBED IN DEED DOCUMENT NO. 1225522116, DATED ON 08/16/2012, RECORDED ON 09/11/2012. OUNT

TAX ID #: 13-32-307-013-0000

The Control of the Co FOR INFORMATIONAL PURPOSES ONLY, PROPERTY ALSO KNOWN AS: 1816 N AUSTIN AVE, CHICAGO, IL 60639