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Karen A. Yarbrough
Cook County Clerk
Date: 04/06/2021 01:08 PM Pg: 1 of 6

This Document Prepared By:
SHELLY WIDANS
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 #: 30-17-309-023-0000

[Space Above This Line for Recording Data]

Original Principal Amount: \$139,410.00

FHA/VA/RHS Case No.:137-2286558 729

Unpaid Principal Amount: \$82,725.46

Loan No: ****6587

New Principal Amount: \$86,119.56

Capitalization Amount: \$3,394.10

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **3RD** day of **NOVEMBER, 2020**, between **JORGE GUTIERREZ, MARIA G GUTIERREZ, HUSBAND AND WIFE ("Borrower")**, whose address is **954 WENTWORTH AVENUE #2-R, CALUMET CITY, ILLINOIS 60409** 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 **APRIL 4, 2003** and recorded on **APRIL 24, 2003** in **INSTRUMENT NO. 0311449237 BOOK N/A PAGE N/A**, of the **OFFICIAL** Records of **COOK COUNTY, ILLINOIS**, and (2) the Note bearing the same date as, and

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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

954 WENTWORTH AVENUE #2-R, CALUMET CITY, ILLINOIS 60409
(Property Address)

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 **CITY OF CALUMET CITY, COUNTY OF COOK, STATE OF ILLINOIS**, 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, **NOVEMBER 1, 2020** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$36,119.56**, 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. **\$3,394.10**.
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 **3.0000%**, from **NOVEMBER 1, 2020**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$363.08**, beginning on the **1ST** day of **DECEMBER, 2020**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 1, 2050** (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.

Jose Gutierrez
Borrower: **JORGE GUTIERREZ**

11-12-2020
Date

Maria G Gutierrez
Borrower: **MARIA G GUTIERREZ**

11-12-2020
Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

State of ~~ILLINOIS~~ Indiana

County of Lake

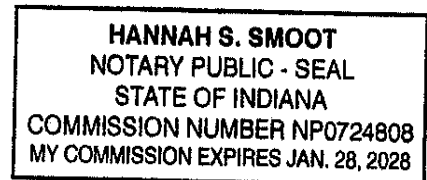
This instrument was acknowledged before me on November 12th 2020 (date) by

JORGE GUTIERREZ, MARIA G GUTIERREZ (name/s of person/s acknowledged).

Hannah S Smoot
Notary Public
(Seal)

Printed Name: Hannah S Smoot

My Commission expires: 1/28/2028



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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.

By Jennifer Myers (print name) 1-11-21 Date
 Vice President (title)

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

State of Ohio

County of Montgomery

The foregoing instrument was acknowledged before me this 01-11-21
 (date) by JENNIFER MYERS, the VICE PRESIDENT 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

Eileen R Burral
 Notary Public

Printed Name: Eileen R Burral
 My commission expires: 06-03-2022



**PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION
 3232 NEWMARK DR
 MIAMISBURG, OH 45342**

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LEGAL DESCRIPTION**Exhibit "A"****TAX ID# 30-17-309-023-0000****Exhibit A (Legal Description)**

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

LOT 12 IN BLOCK 16 IN WEST PARK MANOR, BEING A SUBDIVISION OF THE FRACTIONAL SECTION 17, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BEING THE SAME PROPERTY AS CONVEYED FROM SYLVIA M. SYLER MARRIED TO MILUTIN JUKOVICH TO JORGE GUTIERREZ AND MARIA G. GUTIERREZ, NOT IN TENANCY IN COMMON, BUT IN JOINT TENANCY, AS DESCRIBED IN DEED INSTRUMENT NO. 00730492, DATED ON 7/28/2000, RECORDED ON 9/19/2000.

TAX ID #: 30-17-309-023-0000

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY ALSO KNOWN AS: 954 WENTWORTH AVE, APT 2, CALUMET CITY, IL 60409.