Doc#. 2212404178 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 05/04/2022 11:00 AM Pg: 1 of 8

This Document Prepared By: SHELLY WINANS PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION 3232 NEWMARK DR 304 COUNTY **MIAMISBURG, OH 45342** (888) 224-4702

When Recorded Mail To: PNC BANK, N.A. P.O. BOX 8800 DAYTON, OH 45401

Tax/Parcel #: 15-04-117-063-0000 AND 15-04-117-064-0000

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Original Principal Amount: \$176,660.00

FHA/VA/RHS Case No.:137-2605007 703

Unpaid Principal Amount: \$114,895.20

New Principal Amount: \$185,860.92

Loan No: \*\*\*\* 6425

Capitalization Amount: \$70,965.72

### LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 2ND day of NOVEMBER, 2021, between JOSE MERAZ AN UNMARRIED MAN, "Borrower"), whose address is 1628 NORTH 39TH AVENUE, STONE PARK, ILLINOIS 60165 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 SEPTEMBER 19, 2003 and recorded on NOVEMBER 5, 2003 in INSTRUMENT NO. 0330908013 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

## 1642 NORTH 39TH AVENUE, STONE PARK, ILLINOIS 60165 (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 STONE PARK, COUNTY OF COOK, STATE OF LA LINOIS, 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, **DECEMBER 1, 2021** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$185,860.52, 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 fore closure costs that may have been accrued for work completed, in the amount of U.S. \$70,365.72.
- 2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the ord of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.0000%, from DECEMBER 1, 2021. The Borrower promises to make monthly payments of principal and interest of U.S. \$783.60, beginning on the 1ST day of JANUARY, 2022, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on DECEMBER 1, 2051 (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, in clucing 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.
- 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 Lebt.
- 6. Nothing in this Agreement shall be understood or construed to be a satisfaction of elease 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.



In Witness Whereof, I have executed this Agreement.	01/01/01
Jose Mentz	01-24-25
Borrower: JOSE MERAZ	Date
	<del></del>
Space Below This Line for Acknowledgme	nts]
BORROWER ACKNOWLEDGMENT	
State of ICLINOIS	
70	
County of Junge	
This instrument was acknowledged before me on January	2503 Atth. 2022
(date) by <b>JOSE MERAZ</b> r me/s of person/s acknowledged).	
02 15 0	
Notary Public	
(Seal)	
Printed Name: Acto Brito	
My Commission expires:	
<u>SEP. 05, 7073</u>	يباني الإراب الإالياء الباالية المائلة
	CIAL SEAL" }
Notar / Publ	lic - State of Illinois Expires Sep. 05, 2023
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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.

Sport	Jak		4/13/2
By SUS AN HOEFLER	(print nam	e)	Date
Mortgage Officer	(title)		
[Space E	Below This Line for Ac	knowledgments] _	
LENDER ACKNOWLED	GMENT		
State of hio	<u>C</u>		
County of Montgone	ery		d i
The foregoing instrument wa	as acknowled sed before	re me this	4/13/22
(date) by SUSAN HOE	FLER, the MORT	GAGE OFFICE	R of PNC BANK,
NATIONAL ASSOCIATION	ON, SUCCESSOR	N INTEREST TO	NATIONAL CITY
REAL ESTATE SERVIC	ES, LLC, SUCCES	SO? BY MERG	ER TO NATIONAL
CITY MORTGAGE, II	NC., FORMERLY	KNOWN AS	NATIONAL CITY
MORTGAGE CO.		77	
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			WEB A
$\bigcirc$	_	WAL	KER, NC

<u>Daubaul Uhcker</u>
Notary Public

Printed Name: <u>Barbara Wacker</u>

My commission expires: 9/28/26

STATE OF OHIO

HUD Modification Agreement 02232022\_45

II\*\*\*\*6425

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

Property of Cook County Clark's Office

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## **UNOFFICIAL COPY**

### **LEGAL DESCRIPTION** Exhibit "A"

TAX ID# 15-04-117-063-0000 AND 15-04-117-064-0000

#### Exhibit A (Legal Description)

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

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

LOTS 24 AND 25 IN BLOCK 20 IN H.O. STONE AND COMPANY'S WORLD FAIR ADDITION, A SUBDIVISION OF THAT PART OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE INDIAN BOUNDARY LINE (EXCEPT THEREFROM ALL OF SOFFEL'S SUBDIVISION) ALSO THAT PART OF SECTION 4, SOUTH OF THE INDIAN BOUNDAP (LINE NORTH OF ELGIN ROAD (LAKE ST.) AND WEST OF HENRY SOFFEL'S 3RD ADDITION TO MELROSE PARK, ALSO THAT PART OF SAID SECTION 4 LYING SOUTH OF THE INDIAN BOUNDARY LINE WEST OF THE CENTER LINE OF 33RD AVENUE TUGGETHER WITH LOTIE OF SAID HENRY SOFFEL'S 3RD ADDITION TO MELROSE PARK, ALL IN COOK COUNTY, ILLINOIS.

BEING THE SAME PROPERT, AS CONVEYED FROM LUIS MARTINEZ, UNMARRIED TO JOSE MERAZ, SINGLE MAN, AS DESCRIBED IN DEED INSTRUMENT NO. 0401646181, DATED 1/7/2004, RECORDED 1/16/2004.

TAX ID #: 15-04-117-063-0000 AND 15-04-117 064-0000

Traise County Clerks Office FOR INFORMATIONAL PURPOSES ONLY, PROFERT / ALSO KNOWN AS: 1628 N 39TH AVE, STONE PARK, IL 60165.