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Karen A. Yarbrough
Cook County Clerk
Date: 02/09/2023 12:28 PM Pg: 1 of 6

This Document Prepared By:
SHELLY WINANS
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 #: 28-26-107-040-0000

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Original Principal Amount: \$127,696.00

FHA/VA Case No.: 137-3024672 703

Beginning Unpaid Principal Amount: \$101,663.67

Loan No: **6764**

Capitalization Amount: \$15,300.01

New Principal Amount: \$115,318.09

Partial Claim Amount: \$1,645.59

Total Principal Amount: \$116,963.68

Property Address: 3818 168TH PLACE, COUNTRY CLUB HILLS, ILLINOIS 60478

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **21ST** day of **OCTOBER, 2022**, between **TIFFANY B. WHITEHEAD A SINGLE PERSON** ("Borrower") whose address is **3818 168TH PLACE, COUNTRY CLUB HILLS, ILLINOIS 60478** 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.**

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("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 **JULY 9, 2004** and recorded on **AUGUST 12, 2004** in **INSTRUMENT NO. 0422541122 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

3818 168TH PLACE, COUNTRY CLUB HILLS, ILLINOIS 60478

(Property Address)

the real property described being set forth as follows:

THE LAND REFERRED TO IN THIS DOCUMENT IS SITUATED IN THE CITY OF COUNTRY CLUB HILLS, 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, 2022** the amount payable under the Note and the Security Instrument (the "Beginning Unpaid Principal Balance") is U.S. **\$101,663.67**. 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. **\$15,300.01**. The "Beginning Unpaid Principal Balance" plus the total Capitalization amount results in the "Total Principal Amount" payable to PNC and HUD in the amount of U.S. **\$116,963.68**. The Loan Modification includes the contemporaneous HUD Partial Claim amount of **\$1,645.59** which is due to HUD. The "Total Principal Amount" of **\$116,963.68** consists of the **\$115,318.09 (New Principal Amount minus the Partial Claim Amount)** payable to PNC and the HUD Partial Claim amount of **\$1,645.59** 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 **7.2500%**, from **NOVEMBER 1, 2022**. Borrower promises to make monthly payments of principal and interest of U.S. **\$737.66**, beginning on the **1ST** day of **DECEMBER, 2022**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **7.2500%** will remain in effect until principal and interest are paid in full. If on **NOVEMBER 1, 2052** (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 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 expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

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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 applicable, 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 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.
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.

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In Witness Whereof, I have executed this Agreement.
Tiffany B. Whitehead

Borrower: **TIFFANY B. WHITEHEAD**

11/27/22
Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of **ILLINOIS**

County of *Cook*

This instrument was acknowledged before me on *November 27, 2022*
(date) by **TIFFANY B. WHITEHEAD** (name/s of person/s acknowledged).

Cristal Melendez
Notary Public

(Seal)
Printed Name: *Cristal Melendez*

My Commission expires:
09/25/2026




Notary Public of Cook County Clerk's Office

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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 Susan Hoelter (print name) _____ Date 12/7/22
 Mortgage Officer (title)
 [Space Below This Line for Acknowledgments] _____

State of Ohio
 County of Montgomery

The foregoing instrument was acknowledged before me this 12/7/22
 (date) by Susan Hoelter, 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

Barbara Wacker
 Notary Public



Printed Name: Barbara Wacker
 My commission expires: 9/26/23

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3232 NEWMARK DR
MIAMISBURG, OH 45342

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LEGAL DESCRIPTION
Exhibit "A"
TAX ID# 28-26-107-040-0000

Exhibit A (Legal Description)

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

LOT 67 IN J.E. MERRION'S NOB HILL ADDITION TO COUNTRY CLUB HILLS, A RESUBDIVISION OF LOTS 22 TO 75 INCLUSIVE, LOTS 104 TO 132 INCLUSIVE, LOTS 157 TO 186 INCLUSIVE AND LOTS 208 TO 223 INCLUSIVE, TOGETHER WITH VACATED STREETS, ALL IN J.E. MERRION'S COUNTRY CLUB HILLS SIXTH ADDITION, A SUBDIVISION OF PART OF THE WEST 3/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BEING THE SAME PROPERTY AS CONVEYED FROM ANIS ELAHI, AN UNMARRIED MAN TO TIFFANY WHITEHEAD, AN UNMARRIED WOMAN, AS DESCRIBED IN DEED INSTRUMENT NO. 0422541121 DATED ON 07/09/2004, RECORDED ON 08/12/2004

TAX ID #: 28-26-107-040-0000

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY ALSO KNOWN AS: 3818 168TH PL, COUNTRY CLUB HILLS, IL 60478.

Property of Cook County Clerk's Office