Doc#. 2314210070 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 05/22/2023 12:26 PM Pg: 1 of 6

This Document Proposed By: SHELLY WINANS PNC MORTGAGE, A LIVISION OF PNC BANK, NATIONAL ASSOCIATION 304 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 #: 19-36-114-003-0000

[Space Above This Line for Recording Data]

Original Principal Amount: \$157,003.00

Unpaid Principal Amount: \$140,218.54

New Principal Amount: \$150,920.71 Capitalization Amount: \$10,702.17

FHA/VA/R/IS Case No.:137-

7156012 703

Loan No: \*\*\* 43471

#### LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 15TH day of APRIL, 2023, between EDWINA K. ATKINS AN UNMARRIED WOMAN ("Borrower"), whose address is 8009 SOUTH FRANCISCO AVENUE, CHICAGO, ILLINOIS 60652 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"), dated APRIL 1, 2013 and recorded on APRIL 3, 2013 in INSTRUMENT NO. 1309334015 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

## 8009 SOUTH FRANCISCO AVENUE, CHICAGO, ILLINOIS 60652 (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 CHICAGO, 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, MAY 1, 2023 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$150,920.71, 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. \$10,702.17.
- 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 6.2500%, from MAY 1, 2023. The Borrower promises to make monthly payments of principal and interest of U.S. \$929.24, beginning on the 1ST day of JUNE, 2023, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on MAY 1, 2053 (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 Borrover 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; bowever, 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 idjustable 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 comains any such terms and provisions as those referred to in (a) above.
- 5. If the Borrower has, since inception of this loan out 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.

(MI) successive of the success	5/8/2023
Borrower: EDWINA K. ATKINS	Date
[Space Below This Line for Acknowledgments	1
BORROWER ACKNOWLEDGMENT State of YLLINOIS  County of	8 2023
(Seal) Printed Name: Zoha Wegrzy nick  My Commission expires:  May 17, 2026	"OFFICIAL SEAL" ZOFIA WEGRZYNIAK Notary Public - State of Illinots Commission Expires May 17, 2026

By SUSAN HOEFLER (print name)

Mortgage Officer (title)

In Witness Whereof, the Lender has executed this Agreement.

[Space Below This Line for Acknowledgments]

LENDER & CKNOWLEDGMENT

State of UND

County of North omer

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_ 5 [15 (303)]

(date) by SUSAN HOEFLER, the MORTGAGE OFFICER of PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION, a national association, on

behalf of the national association

Notary Public

My commission expires:

HOPE CHANDLER Notary Public State of Ohio My Comm. Expires September 30, 2025

PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSC CLATION 3232 NEWMARK DR

**MIAMISBURG, OH 45342** 

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# **UNOFFICIAL COPY**

LEGAL DESCRIPTION Exhibit "A" TAX ID# 19-36-114-003-0000

#### Exhibit A (Legal Description)

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

LOT 36 IN BLOCK 23 IN THIRD ADDITION TO HINKAMP AND COMPANY'S WESTERN AVENUE SUBDIVISION, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BEING THE SAME PROPERTY AS CONVEYED FROM JPW INVESTMENTS I, LLC., AN ILLINOIS LIMITED LIABILITY COMPANY TO EDWINA K. ATKINS, AN UNMARRIED WOMAN, AS DESCRIBED IN INSTRUMENT NO. 1309334014, DATED 04/01/2013. RECORDED 04/03/2013.

TAX ID #: 19-3%-114 003-0000

or Cook County Clark's Office FOR INFORMATION IL FURPOSES ONLY, PROPERTY ALSO KNOWN AS: 8009 S FRANCISCO AVE, CHICAGO, IL 60652.