

UNOFFICIAL COPY

Doc#. 2332013465 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 11/16/2023 10:37 AM Pg: 1 of 8

This Document Prepared By:
JUDITH A. JEFFERSON
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 #: 19-21-105-013-0000

_____ [Space Above This Line for Recording Data] _____

Original Principal Amount: \$59,200.00

Fannie Mae Loan No.: 4004133142

Unpaid Principal Amount: \$22,134.96

Loan No: **6168**

New Principal Amount: \$28,042.19

Capitalization Amount: \$5,907.23

LOAN MODIFICATION AGREEMENT (MORTGAGE)

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **5TH** day of
SEPTEMBER, 2023, between **MIROSLAVAS RADECKI, DIVORCED AND NOT**

LOAN MODIFICATION AGREEMENT - Single Family -
Fannie Mae Uniform Instrument Form 3179 (fixed) / 3162 (step)
(rev. 01/09) 10192022_87

■****6168

UNOFFICIAL COPY

SINCE REMARRIED, AND BOGUMILA KACHETIENE MARRIED TO, VYTAUTAS KACHETA ("Borrower"), whose address is **5216 W 63RD PLACE, CHICAGO, ILLINOIS 60638** and **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 27, 2000** and recorded on **MAY 9, 2000** in **INSTRUMENT NO. 00325951 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,

5216 W 63RD PLACE, CHICAGO, ILLINOIS 60638
(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 ATTACHED LEGAL 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 **OCTOBER 1, 2023**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$28,042.19**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 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 **6.3750%** from **OCTOBER 1, 2023**. Borrower promises to pay monthly payments of principal and interest of U.S. **\$161.68** beginning on the **1ST** day of **NOVEMBER, 2023** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **6.3750%** will remain in effect until the principal and interest are paid in full. If on **OCTOBER 1, 2063** (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.

UNOFFICIAL COPY

- 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.

- 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
- (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) Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or

UNOFFICIAL COPY

remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

- (c) 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.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required 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.
- (f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging ☐.

- 6) **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

UNOFFICIAL COPY

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.

UNOFFICIAL COPY

In Witness Whereof, I have executed this Agreement

Mirosław Radecki
Borrower: **MIROSLAVAS RADECKI**

10-19-23

Date

Bogumila Kachetiene
Borrower: **BOGUMILA KACHETIENE**

10-19-23

Date

Not Required
Borrower: **VYTAUTAS KACHETA**

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of **ILLINOIS**

County of Bozeman

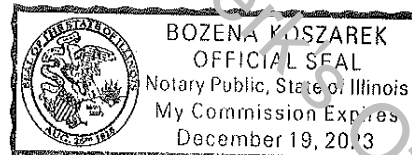
This instrument was acknowledged before me on October 19, 2023
(date) by **MIROSLAVAS RADECKI, BOGUMILA KACHETIENE, VYTAUTAS KACHETA** (name/s of person/s acknowledged).

Bozena Koszarek
Notary Public
(Seal)

Printed Name: BOZENA KOSZAREK

My Commission expires:

12/19/2023



UNOFFICIAL COPY

In Witness Whereof, the Lender has executed this Agreement.

PNC BANK, NATIONAL ASSOCIATION

HD By Heather Davenport (print name) 10/26/23 Date
 Mortgage Officer (title) Heather Davenport

____ [Space Below This Line for Acknowledgments] _____

LENDER ACKNOWLEDGMENT

State of OHIO

County of MONTGOMERY

The foregoing instrument was acknowledged before me this October 26, 2023
 (date) by HD Heather Davenport SUSAN HOEFLER, the **MORTGAGE OFFICER** of **PNC BANK,**
NATIONAL ASSOCIATION, a national association, on behalf of the national association

Barbara Wacker
 Notary Public



Printed Name: Barbara Wacker

My commission expires: 96860

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

UNOFFICIAL COPY

Exhibit A (Legal Description)

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

LOT 116 IN S. LOCKWOOD AVENUE SUBDIVISION, BEING A PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BEING THE SAME PROPERTY AS CONVEYED FROM BOGUMILA KACHETIENE, A WIDOW NOT SINCE REMARRIED TO BOGUMILA KACHETIENE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 15TH DAY OF JANUARY 2019, A.K.A. THE BOGUMILA KACHETIENE DECLARATION OF TRUST, AS DESCRIBED IN DOCUMENT NO. 1908646051, DATED 01/15/2019, RECORDED 03/27/2019.

TAX ID #: 19-21-105-013-0000

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY ALSO KNOWN AS: 5216 W 63RD PL, CHICAGO, IL 60638.

Property of Cook County Clerk's Office