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Doc#: 2404606218 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 02/15/2024 12:17 PM Pg: 1 of 8

Investor Loan # 0233448022

Recording Requested By:
PNC Bank, National Association
3232 Newmark Dr.
Miamisburg, OH 45342

After Recording Return To:
PNC Bank, National Association
PNC Bank, N.A.
P.O.Box 8800
Dayton, OH 45401
APN/Tax ID: 25-09-402-015-0000
Recording Number:

This document was prepared by PNC Bank, National Association, PNC Bank, N.A., PO Box 8800 Dayton, Ohio 45401.

Space Above This Line For Recording Data

Original Principal Amount: \$137,634.00
Unpaid Principal Amount: \$89,175.03
New Principal Amount: \$89,909.05

Loan Number: XXXXXX9730
FHA Case No.: 703 137-2498252

Original Security Instrument recorded on June 29, 2003 as Document/Instrument Number 0321035267 in the Records of Cook County, ILLINOIS.

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") between **EDWON SIMMONS** whose address is 9943 S PRINCETON AVE, CHICAGO, IL 60628 ("Borrower" or "T") 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., DOING BUSINESS AS COMMONWEALTH UNITED MORTGAGE COMPANY** whose address is 3232 Newmark Dr., Miamisburg, Ohio 45342 ("Lender"), is given on 01/03/2024, and amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), made by **EDWON SIMMONS** to for **\$137,634.00** and interest, dated 06/25/2003 and recorded on June 29, 2003, as Document/Instrument Number 0321035267 in the Records of Cook County, ILLINOIS, and (2) the Note bearing the same date as and secured by the Security Instrument, which was entered into as security for the performance of the Note and encumbers the real and personal property described and defined in the Security Instrument as the "Property," located at **9943S PRINCETON AVE CHICAGO, IL 60628. See Exhibit A for Legal Description**

If more than one Borrower or Mortgagor is executing this document, each is referred to as "Borrower" or "I." For purposes of this document, words signifying the singular (such as "Borrower" or "I") shall include the plural (such as "Borrowers" or "we") and vice versa where appropriate.

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Important Disclosures: The Federal Housing Administration ("FHA") requires that Lender provide you with information designed to help you understand the modified mortgage terms that are being offered to you. Lender is required to provide you with clear and understandable written information about the terms, costs, and risks of the modified mortgage in a timely manner to enable Borrower to make informed decisions. This information is included below. Please read it carefully.

If my representations in Section 1 below continue to be true in all material respects, then this Loan Modification Agreement ("Agreement") will, as set forth in Section 3 below, amend and supplement (1) the Mortgage on the Property and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined here have the meaning given to them in the Loan Documents.

1. My Representations. I certify, represent to Lender, and agree as follows:

- A. I am experiencing a financial hardship that has negatively affected my income and/or my property. As a result, I am currently in default, or will be in default in the very near future, under the Loan Documents.
- B. I currently have sufficient income to support the financial obligations under the Loan Documents, as modified by this Agreement.
- C. Under penalty of perjury, any documents or information I may have provided to Lender in connection with qualifying for this particular FHA loan modification program ("Program") and this Agreement are to the best of my knowledge accurate and complete.
- D. Except as approved in writing by the FHA or Lender, there has been no change in the ownership of the Property after I signed the Loan Documents.
- E. If I received a discharge in a Chapter 7 Bankruptcy proceeding subsequent to the execution of the Loan Documents, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement.

2. Acknowledgements and Preconditions to Modification. I understand and acknowledge that:

- A. Lender has no obligation to make any modification of the Loan Documents if any of the requirements under this Agreement have not been met.
- B. Prior to the Modification Effective Date (as defined in Section 3), if Lender determines that any of my representations in Section 1 are no longer true and correct, (1) the Loan Documents will not be modified, (2) this Agreement will not be valid, and (3) Lender will have all of the rights and remedies provided by the Loan Documents.
- C. The Loan Documents will not be modified unless and until (1) Lender approves this Agreement and (2) the Modification Effective Date (as defined in Section 3 below) has occurred.

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3. **The Modification.** If all of my representations in Section 1 above continue to be true in all material respects and all preconditions to the modification set forth in Section 2 above have been met, the Loan Documents will automatically become modified on 01/01/2024 (the "Modification Effective Date") and all unpaid late charges, penalties, and fees that remain unpaid will be waived. If I have failed to make any payments that are a precondition to this modification, this modification will not take effect.

A. The new Maturity Date will be: 01/01/2064

B. As of the Modification Effective Date, the new principal balance of my Note will be \$89,909.03 (the "New Principal Balance"). In servicing your loan, the Lender may have incurred third-party fees or charges that were not included in the terms of this Agreement. If so, these fees and charges will appear on your monthly statement under "Fees and Charges." These fees and charges will not accrue interest or late fees. You may pay these fees and charges at any time. If not previously paid, you must pay these fees and charges at the earliest of (1) the date you sell or transfer an interest in the Property, (2) the date you pay the entire New Principal Balance, or (3) the Maturity Date.

C. I promise to pay the New Principal Balance, plus interest, to the order of Lender.

D. Interest at the fixed rate of 7.750% will begin to accrue on the New Principal Balance as of 01/01/2024 and my first new monthly payment on the New Principal Balance will be due on 02/01/2024. My fully amortizing payment schedule for the modified Loan is as follows:

Years	Interest Rate	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
40	7.750%	\$608.34	\$534.56, may adjust periodically	\$1,129.90, may adjust periodically	02/01/2024	480

* The escrow payments may be adjusted periodically in accordance with applicable law. Therefore, my total monthly payment may change accordingly.

The total monthly payment amount shown does not include the cost for any optional products that may be on the mortgage loan.

The terms in this Section 3.D. supersede any provisions to the contrary in the Loan Documents, including (but not limited to) provisions for an adjustable- or step-interest rate.

E. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.



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F. The interest rate set forth in Section 3.D. above shall apply even in the event of default and if the Loan Documents permitted a default rate of interest.

4. Additional Agreements. Lender and I agree to the following:

A. I accept the risks of entering into this Agreement. These risks include (but are not limited to):

(1) My modified loan will have a fixed interest rate that will not change. As a result, if the interest rate in my Loan Documents could go up and down based on changes in an index, my new fixed interest rate might sometimes be higher than I would have had before this modification.

B. I authorize Lender to attach an Exhibit A to this Agreement, which will include a Legal Description, recording information of the original security instrument, and any other relevant information required by a County Clerk's Office (or other recordation office) to allow for recording if and when Lender seeks recordation.

C. All persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (1) a borrower or co-borrower is deceased; (2) the borrower and co-borrower are divorced and the Property has been transferred to one spouse in the divorce decree, in which event the spouse who no longer has an interest in the Property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (3) Lender has waived this requirement in writing. This Agreement may be executed in separate counterparts, each of which shall be deemed an original.

D. This Agreement supersedes the terms of any modification, forbearance, trial period plan, or loan workout plan that I entered into with Lender before the Modification Effective Date of this Agreement.

E. All terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect and I will comply, with all covenants, agreements, and requirements of the Loan Documents, including (but not limited to) my agreement to pay all taxes, insurance premiums, assessments, Escrow Items, impounds, and all other similar obligations, the amounts of which may periodically change in accordance with the terms of my Loan Documents. Except as otherwise specifically provided in, and as expressly modified by, this Agreement, Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.

F. The Loan Documents are duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.

G. On and after the Modification Effective Date, Lender will allow the transfer and assumption of the Loan, including this Agreement, only as permitted under FHA guidelines. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.



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- H. On and after the Modification Effective Date, any provision in the Note (or in any addendum or amendment to the Note) that allowed for the assessment of a penalty for full or partial prepayment of the Note, is null and void.
- I. I will cooperate fully with Lender in obtaining any title endorsement(s) or similar title insurance product(s) and/or any subordination agreement(s) that are necessary or required by Lender's procedures and/or the Program to ensure that the Mortgage, as modified by this Agreement, is in first lien priority position and is fully enforceable. The terms of this Agreement will not become effective, and this Agreement will be null and void, if Lender does not receive such title endorsement(s), title insurance product(s), and/or subordination agreement(s) on or before the Modification Effective Date.
- J. I know that I am only entitled to loss mitigation terms that comply with the Program. Therefore, if Lender discovers any error in the terms of this Agreement, I authorize the Lender to advise me of the error. If I do not accept the corrected terms, at Lender's option, this Agreement becomes void and of no legal effect. If I accept the corrected terms, I will execute and promptly return to Lender the revised and additional documents that will (1) consummate the intended terms and conditions of this Agreement and/or (2) correct the terms and conditions of this Agreement (a "Corrected Agreement"). If I do not sign and deliver a Corrected Agreement or any additional document required by Lender to comply with the Program, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I may not be eligible for the Modification.
- K. Lender may collect and record, as applicable, personal information about me, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity ("Personal Information"). In addition, I consent to the disclosure of my Personal Information and the terms of this Agreement by Lender to (1) any government entity that regulates Lender; (2) any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s); (3) companies that perform support services for FHA or Lender; and, (4) any HUD-certified housing counseling agency.
- L. If any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, I will comply with Lender's request to execute, acknowledge, initial, and deliver to Lender any documentation Lender deems necessary ("Replacement Documents"). If the original promissory note is replaced, Lender hereby indemnifies me against any loss associated with a demand on the original note. I will deliver the Replacement Documents within ten days after I receive Lender's written request for such replacement.



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By SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Sign here to execute
Modification Agreement

Edwon Simmons

EDWON SIMMONS

(Must be signed exactly as printed)

01/08/2024

Signature Date (MM/DD/YYYY)

[Space below this line for Acknowledgement]

STATE OF ILLINOIS

COUNTY OF COOK

On the 8TH day of JANUARY in the year 2024 before me, the undersigned, Notary Public (or [] if an Online Notary Public), in and for said State, personally appeared by physical presence (or [] if by online notarization/use of audio/video communication technology) EDWON SIMMONS, personally known to me or proved to me on the basis of satisfactory evidence of identification to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they voluntarily executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person or entity upon behalf of which the person or entity acted, executed the instrument for its stated purpose.

Personally Known OR Produced Identification

Type of Identification Produced: _____

WITNESS my hand and official seal.

Lisa M. McDonald
(Signature)

Notary Public: LISA M. McDONALD
(Printed Name)

My commission expires: July 14, 2025 (Notary Public Seal)
(Please ensure seal does not overlap any language or print)



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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., DOING BUSINESS AS COMMONWEALTH UNITED MORTGAGE COMPANY

By Susan Hoefler (print name) 2/1/24 Date
By: Mortgage Officer (title)

[Space Below This Line for Acknowledgments]

State of Ohio

County of Montgomery

The foregoing instrument was acknowledged before me this February 1, 2024 (date) by **SUSAN HOEFLER 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., DOING BUSINESS AS COMMONWEALTH UNITED MORTGAGE COMPANY**, a national association, on behalf of the national association.

Barbara Wacker
Notary Public

Printed Name: Barbara Wacker
My commission expires: 9/28/26

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



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LEGAL DESCRIPTION

Exhibit "A"

Exhibit A (Legal Description)

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

LOT 18 (EXCEPT THE NORTH 1 FOOT THEREOF) AND THE NORTH 6 FEET OF LOT 19 IN FRANK DELUGACH'S PRINCETON PARK, BEING A RESUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

BEING THE SAME PROPERTY AS CONVEYED FROM WILLIE L. GRAY (WIDOW NOT SINCE REMARRIED) TO JAMES HUGHES AND CLAUDETTE PATRICK (HUSBAND AND WIFE), AS DESCRIBED IN DEED INSTRUMENT NO. 0010399930 DATED ON 3/21/2001, RECORDED ON 5/14/2001

TAX ID #: 25-09-402-015-0000

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY ALSO KNOWN AS: 9943 S PRINCETON AVE, CHICAGO, IL 60628.

Property of Cook County Clerk's Office