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Doc#: 0922404028 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/12/2009 09:01 AM Pg: 1 of 7

Loan Number: 1044907800

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT, is made and entered into on **3/19/2009**, by and between **NANCY VEGA** and **GUILLELMO VEGA** (hereinafter "Borrower") and **First Franklin Financial Corporation**, (hereinafter "Note Holder").

WHEREAS, Note Holder is the holder of a Mortgage, Security Deed or Deed of Trust (hereinafter the "Security Instrument") from the Borrower encumbering property known as **140 BELLE DR, NORTHLAKE, IL, 60164** (the "Property") dated **8/24/2007** and recorded **9/14/2007** in **Book or Liber 0725705135** the office of the Recorder of Deeds of **COOK** County securing an obligation evidenced by a promissory note (the "Promissory Note") executed by Borrower on **8/24/2007** in the original principal amount of **\$195,000.00**; and

WHEREAS, the current balance due and owing on the Promissory Note and Security Instrument is as follows: **Parcel #12-32-312-025**

Principal:	\$194,644.39
Interest through 3/31/2009:	\$15,538.94
Escrow	\$11,952.59
Attorney Fees	\$777.80
Less Mortgagor Contribution:	(\$0.00)
Less Suspense:	(\$0.00)
New Principal Balance:	\$223,020.72

Corporate advances such as prior attorney fees and costs and/or property inspections and late charges in the amount of **\$825.80**, are also due on Promissory Note and Security Instrument. This amount, while not accruing interest, or any additional fees, is still due and owing to the Note Holder and will be added to the payoff figure in the event of a payoff of this loan. At the end of the monthly payments under this Modification Plan, the additional corporate advances will then be due as a lump-sum payment.

WHEREAS, Borrower and Note Holder desire to modify the repayment terms of said Promissory Note secured by the Security Instrument as set forth herein;

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NOW, THEREFORE, in consideration of the agreements set forth herein and other good and valuable consideration, in hand paid, each party to the other, receipt and sufficiency of which is hereby acknowledged, and with each of the parties hereto intending to be legally bound by the terms of this Modification Agreement; the parties hereby agree as follows:

1. Beginning on **4/1/2009** the interest rate on said Promissory Note for the remainder of the term and until such time as all of Borrower's obligations are satisfied will be **5.25%** per year. In the event that interest on the Promissory Note being modified hereby was originally adjustable on a periodic basis, Borrower understands and consents to the conversion of said adjustable rate loan to that of a fixed rate loan, at the rate set forth above. All terms and provisions (if any) of the Promissory Note and Security Instrument providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Promissory Note and all terms and provisions of any adjustable rate rider that is affixed to, wholly or partially incorporated into, or a part of, the Promissory Note or Security Instrument that contains any such terms relating to adjustment of interest rate are deemed forever cancelled, null and void as of the date first set forth above.
2. Borrower's monthly principal and interest payment shall be **\$1,112.58**; such installments shall be due and payable on the **1st** day of each month of the extension period, beginning **5/1/2009**.
3. Pursuant to the terms of said Promissory Note, the unpaid principal balance of said Promissory Note, plus all accrued and unpaid interest shall be due and payable on **4/1/2049**.
4. Borrower agrees that the establishment and maintenance of an escrow account for the payment of taxes is required for the remaining life of the loan.
5. Borrower and Note Holder hereby agree that all terms and conditions of said Security Instrument and Promissory Note, and other loan documents relative to said loan shall remain in full force and effect except as otherwise specifically modified herein. By executing this Modification Agreement, Borrower hereby ratifies and confirms all terms and conditions of the Promissory Note and Security Instrument not specifically amended herein. If said Promissory Note secured by the Security Instrument was accompanied by a Prepayment Note Addendum, the terms and conditions of that document remain in full force and effect and are not modified in any way as a result of this agreement.
6. Borrower and Note Holder further agree that this Modification does not constitute a waiver or notation of the Promissory Note, Security Instrument or their terms and shall not adversely affect the validity or lien priority of the Security Instrument or any other mortgage or other instrument executed and delivered as security for the indebtedness now evidenced by this Modification, which mortgage liens and/or security interest are hereby agreed to be continued in full force and effect.

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7. If the loan is a Dividend Access Loan the execution of the loan modification agreement will cancel the dividend feature. This will eliminate the payment of all current and future dividend payments to borrower or borrowers.

By placing their initials here, the borrower indicates that he/she wishes to eliminate the dividend feature on this loan

_____ N/A _____ and _____ N/A _____

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Home Loan Services, Inc.



Karen S. Kwolek

Assistant Vice President

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STATE OF Pennsylvania)

) ss:

COUNTY OF Allegheny)

On this, the 1st day of April, 2009, before me, Matthew Long, Notary Public, personally appeared **Karen S. Kwolek**, personally known to me (or proved to me on a basis of satisfactory evidence) to be the **ASSISTANT VICE PRESIDENT** of Home Loan Services, Inc., a corporation, and that (s)he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him/her self as such officer.

WITNESS my hand and official seal.

Matthew Long
Notary Public

My commission expires: 12-16-2012

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Matthew Long, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Dec. 16, 2012
Member, Pennsylvania Association of Notaries

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IN WITNESS WHEREOF, the parties hereto have executed this Modification Agreement on the day first above written.

WITNESS:

Vincent F. Giuliano

BORROWER:

Nancy Vega
NANCY VEGA

WITNESS:

Vincent F. Giuliano

CO-BORROWER:

Guillermo Vega
GUILLERMO VEGA

STATE OF ILLINOIS

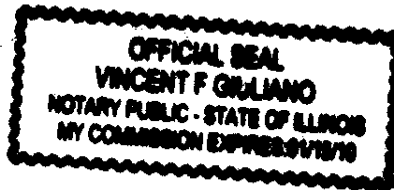
COUNTY OF Cook) ss:

On this, the 23rd day of MARCH, 2009, before me, a Notary Public, personally appeared NANCY VEGA AND GUILLERMO VEGA who executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, hereunto set my hand and official seal.

Vincent F. Giuliano
Notary Public

My commission expires:



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Lender: **First Franklin Financial Corporation**

Borrower(s): **NANCY VEGA**
GUILLEMO VEGA

Property Address: **140 BELLE DR**
NORTHLAKE, IL 60164

Loan Number: **1044907800**

ERROR AND OMISSIONS / COMPLIANCE AGREEMENT LOAN MODIFICATION

STATE OF ILLINOIS)
) ss:
COUNTY OF Cook)

The undersigned borrowers for and in consideration of the Loan Modification dated **3/19/2009**, agrees to fully cooperate and adjust for clerical errors made within the Loan Modification paperwork if deemed necessary or desirable in the reasonable discretion of Lender to sell, convey, seek guaranty or market said loan to any entity or investor.

The undersigned borrowers do hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

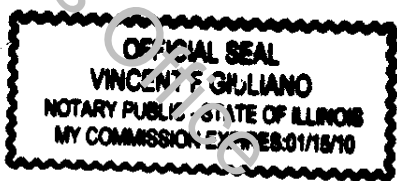
DATED effective this 23rd day of MARCH, 2009.

Nancy Vega
NANCY VEGA

Guillermo Vega
GUILLEMO VEGA

Sworn to and subscribed before me this 23rd day of MARCH, 2009.

Vincent F. Giuliano
(Notary Public)
My Commission Expires: _____



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LEGAL DESCRIPTION:

LOT 11 IN BLOCK 24 IN MIDLAND DEVELOPMENT CO'S NORTHLAKE VILLAGE UNIT NO. 3, BEING A SUBDIVISION OF PART OF THE SOUTH ¼ OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LEYDEN TOWNSHIP, IN COOK COUNTY, ILLINOIS. ✓

12-32-312-025 ✓

TEK TITLE L.L.C.
2720 S. RIVER ROAD, SUITE 127
DES PLAINES IL 60018