UNOFFICIAL COPY



Doc#: 0922616046 Fee: \$44.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/14/2009 01:51 PM Pg: 1 of 4

Sovereign Back Loan #: 0136314475 Freddie Mac Loan #: 397041233 Documents propaged by: Sheri Madara

On (Date): May 7, 2509

Parcel ID#: 12-25-415-505-0000

WHEN RECORDED RETURN TO: OLD REPUBLIC TITLE ATTN: POST CLOSING 530 SOUTH MAIN STREET SUITE 1031 AKRON, OH 44311

After recording return to:
Sovereign Bank 10-6438-MD4
601 Penn St. Reading, PA 19601

21100146

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS. ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED.

This Loan Modification Agreement ("Modification") is effective May 1, 2009, between Minerva Gonzalez ("Borrower"), and Sovereign Bank, ("Lender") and amends and supplements (1) the Note (the "Note") made by the Borrower, dated November 29, 20%, in the original principal sum of U.S. \$192,000.00, and (2) the Mortgage, Deed of Trust or Deed to Secure (the "Security Instrument"), recorded on December 7, 2006 as Document 0634140186, in Cook County Recorder of Deeds, Illinois. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property describe in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located 42643 North 72nd Court, Elmwood Fark, Illinois 60707. That real property is described as:

See description attached hereto and made a part hereo.

The Borrower has requested that the Lender modify the terms of the Note and Security Listrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration and Security Instrument as follows: The Borrower and the Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

- 1. The Borrower represents that the Borrower X is, ___ is not, the occupant of the Property.
- 2. The Borrower acknowledges that interest has accrued but not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and

BY SM-NO CE

0922616046 Page: 2 of 4

UNOFFICIAL COPY

expenses, in the total amount of \$17,019.16 have been added to the indebtedness under the terms of the Note and Security Instrument. As of May 1, 2009 the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$205,159.26.

- 3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.50% (fixed rate), beginning May 1, 2009. The Borrower promises to make monthly payments of principal and interest of U.S. \$922.32, beginning on the 1st day of June, 2009, and continuing thereafter on the same day of each succeeding month. If on May 1, 2049 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the modified Maturity Date. The Borrower will make such payments to Sovereign Bank, PO Box 12649, Reading, VA 19612 or at such other place as the Lender may require.
- 4. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Forrower'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.
- 5. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Lis rument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
- 6. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and reative Control of the Control of th supplement the covenants and agreements of this Medification as if the rider(s) were a part of this Modification.

[Check applicable box(es)]

- □ 1-4 Family Rider Assignment of Rents
- □ Modification due on transfer rider

To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement.

SOVEREIGN BANK

Successor to and the Confliction

0922616046 Page: 3 of 4

UNOFFICIAL COPY

Constance M. Cocroft, Vice President

COMMONWEALTH OF PENNSYLVANIA, BERKS COUNTY SS:

On this, the day of June , 2009, before me, a Notary Public, personally appeared Constance M. Cocroft, Vice President, who acknowledged herself to be the Vice President of Sovereign Bank, a corporation, and that she as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by herself as Vice President.

Shannon M Shugar Notaky Public

Minerva Gonzalez, Borrower

STATE OF Tilnors

On this, the 21 ch (day) of Mary

On this, the 21 ch (day) of Ma

On this, the 21 ck (day) of (month), 2009, before me, a Notary Public, personally appeared Minerva Gonzalez, Borrower, known to me (or satisfactorily proven), to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes here in contained.

IN WITNESS WHEREOF, I nave Lereunto set my hand and official seal.

"OFFICIAL SEAL"

Jeffrey M Hoster

Notary Public, State of Illinois
My Commission Expires 5/24/2013

NOTARY PUBLIC

Original

0922616046 Page: 4 of 4

UNOFFICIAL COPY

United General Title Insurance Company

Servicing Agent: Heritage Title Company 5849 W Lawrence Avenue. Chicago, IL 80630 Policy Issusing Agent: Anthony Demas 5045 N Harlem Avenue Chicago, IL 773-631-4665

File No. H63449

Exhibit A

LOT 7 AND THE NORTH 8 FEET OF LOT 8 IN BLOCK 18, IN SCHUMACHER AND GNAEDINGER'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF GRAND AVENUE (EXCEPTING 2 ACRES THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 25; THENCE WEST 20 RODS; THENCE SOUTH 16 RODS; THENCE EAST 20 RODS; THENCE NORTH 16 RODS TO THE PLACE OF THE BEGINNING) IN COOK COUNTY, ILLINOIS.

P.I.N. 12-25-415-005-0000

C/K/A 2643 N. 72ND COURT, ELMWOOD PARK, ILLINOIS 60707-1649