

# UNOFFICIAL COPY



Recording Requested By/Return To:  
MB Financial Bank NA  
6111 N. River Road, Rosemont IL, 60018

Doc#: 0924639040 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 09/03/2009 02:24 PM Pg: 1 of 8

Loan: 55000008272  
55000008312

*For Recorder's Use Only*

## FIRST MODIFICATION TO MORTGAGES AND NOTES

This First Modification to Mortgages and Notes (the "First Modification") is made as of this 1<sup>st</sup> day of August, 2009 between Luis Garcia Rivera and Rosa Alamo Rivera, husband and wife and Juan Alamo Jr., unmarried, residing at 4042 W. Crystal Chicago, IL 60651 (hereinafter referred to as the "Borrower" or the "Mortgagor") and Certificate Holders of Neighborhood Lending Services, Inc. Mortgage Loan Ownership Certificates, PSSA Series 2006-11, at c/o MB Financial Bank, N. A. located at 6111 North River Road, Rosemont, IL 60018 (hereinafter referred to as the "Mortgagee" or as the "Lender").

### WITNESSETH:

WHEREAS, Mortgagor executed a Mortgage (the "First Mortgage") to Neighborhood Lending Services, Inc. dated October 23, 2008 said Mortgage having been recorded in the Office of the Recorder of Deeds of Cook County, Illinois on November 4, 2008 as Document No. 0830905092 regarding certain real estate described in Exhibit "A" attached hereto (the "Real Estate"), securing the payment of one Mortgage Note dated October 23, 2008 (the "First Mortgage Note") in the principal sum of \$295,000.00 (hereinafter all documents executed in conjunction therewith shall be referred to as the "First Mortgage"); and

WHEREAS, Mortgagor executed a Mortgage (the "Second Mortgage") to Neighborhood Lending Services, Inc. dated October 23, 2008 said Mortgage having been recorded in the Office of the Recorder of Deeds of Cook County, Illinois on November 4, 2008 as Document No. 0830905093 regarding certain real estate described in Exhibit "A" attached hereto (the "Real Estate"), securing the payment of one Mortgage Note dated October 23, 2008 (the "Second Mortgage Note") in the principal sum of \$61,000.00 (hereinafter all documents executed in conjunction therewith shall be referred to as the "Second Mortgage"); and

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WHEREAS, the First Mortgage and the Second Mortgage were assigned to Certificate Holders of Neighborhood Lending Services, Inc. Mortgage Loan Ownership Certificates, PSSA Series 2006-11 pursuant to Assignments of Mortgages recorded in the Office of the Recorder of Deeds of Cook County, Illinois as documents 0920822064 and 0920822063 respectively; and

WHEREAS, both the First Mortgage and the Second Mortgage are seriously delinquent and the Borrower has requested that the Lender enter into a modification of the First Mortgage and the Second Mortgages in order to assist the Borrower in keeping the loans current and the Lender is willing to modify the loans subject to the provisions of this First Modification; and

WHEREAS, Mortgagor and Mortgagee desire to enter into this First Modification for the purpose of modification of the terms of the original Notes secured by the First Mortgage and the Second Mortgages.

NOW THEREFORE, Mortgagor and Mortgagee, hereby agree that the Mortgages and Notes which relate to the First Mortgage and the Second Mortgage are amended, modified, or supplemented as follows:

1. Amendment to Notes. The two Notes which are secured by the First Mortgage and the Second Mortgage are hereby combined into one Note (the "Modification Note") with one payment each month. Sections 1, 2 and 3 of the Modification Note will read as set forth below. All other provisions of the Notes (which are identical in each Note) shall remain the same. Sections 1, 2 and 3 of the Modification Note shall read as follows:

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$353,836.89 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Certificate Holders of Neighborhood Lending Services, Inc. Mortgage Loan Ownership Certificates, PSSA Series 2006-11. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.37%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on August 1, 2009. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment

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will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **August 1, 2014**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date." I will make my monthly payments at **6111 North River Road, Rosemont, IL. 60018** or at a different place if required by the Note Holder.

**(A) Amount of Monthly Payments**

My monthly Principal and Interest payment will be in the amount of U.S. \$1,980.28

2. Escrow Requirement. This loan requires a real estate tax and insurance escrow and an Annual Escrow Account Disclosure Statement has been received by the Mortgagor contemporaneously with the execution of this First Modification. Said disclosure statement indicates that the new escrow account will commence with a "cushion" of \$745.26 and will require a monthly escrow payment of \$372.63 in addition to the monthly Principal and Interest payment of \$1,980.28 set forth above.

3. Reaffirmation. Mortgagor hereby ratifies and confirms her liabilities and obligations under the First Mortgage and the Second Mortgage (hereinafter sometimes referred to as "Loan Documents") and the liens and security interest created thereby, and acknowledge that she has no defenses, claims or set offs to the enforcement by Mortgagee of the obligations and liabilities of Mortgagor under the said documents as modified by this document.

Mortgagor further represents to Mortgagee that no default or event, or condition which could become a default with the giving of notice or passage of time, or both, exists under the First Mortgage and the Second Mortgage as amended by this First Modification.

Mortgagor further represents to Mortgagee that there is not any condition, event or circumstances existing, or any litigation, arbitration, governmental or administrative proceedings, actions, examinations, claims, or demands pending or threatened affecting Mortgagor, or the Real Estate or any lien recorded against the Real Estate since the recording of the First Mortgage or Second Mortgage as detailed herein. The parties further agree that the principal balance of the loan is \$353,836.89 as of the date hereof.

4. Binding on Successors. This First Modification shall be binding on Mortgagor and its respective legal representatives, successors and permitted assigns, and shall inure to the benefit of Mortgagee, its successors and assigns.

5. Original Agreement Binding. Except as provided herein, the First Mortgage and Second Mortgage, as amended, shall remain in full force and effect in accordance with their respective terms.

6. Definitions. Unless otherwise defined all capitalized terms shall have the same meaning as set forth in the First Mortgage and Second Mortgage, as amended.

8. This Modification shall constitute an amendment of the First Mortgage and the Second Mortgage and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by the respective Notes reference is made to the Loan Documents

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aforesaid, such reference shall be deemed a reference to the First Mortgage and Second Mortgage as hereby modified and amended. All other provisions of the First Mortgage and Second Mortgage remain unchanged. Nothing herein contained shall in any manner affect the lien or priority of the First Mortgage or Second Mortgage as revised by this First Modification, or the covenants, conditions and agreements therein contained or contained in the Notes.

9. In the event of conflict between any of the provisions of the Loan Documents and this instrument, the provisions of this instrument shall override and control.

10. Borrower hereby renews, remakes and affirms the representations and warranties contained in the First Mortgage and Second Mortgage.

11. Counterparts. This First Modification may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this First Modification to Mortgages and Notes as of the day and year first above written.

MORTGAGEE:

Certificate Holders of Neighborhood  
Lending Services, Inc. Mortgage Loan  
Ownership Certificates, PSSA Series 2006-11

By: *[Signature]*

Its Director of Lending

MORTGAGOR

*[Signature]*  
Luis Garcia Rivera

*[Signature]*  
Rosa Alamo Garcia

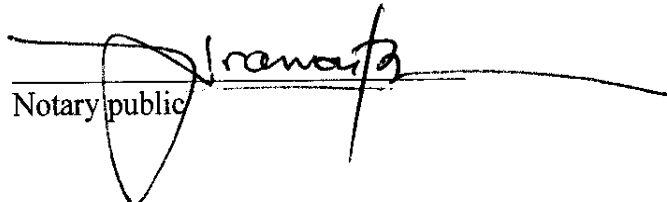
*[Signature]*  
Juan Alamo, Jr.

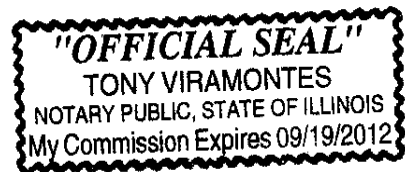
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STATE OF ILLINOIS        )  
  )  
COUNTY OF COOK )       Mortgagor Notary

I, TONY VIRAMONTES, a Notary Public, in and for said County, in the state aforesaid, do hereby certify, that Luis Garcia Rivera, Rosa Alamo Rivera and Juan Alamo, Jr. who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act for the intent and purposes therein set forth.

Given under my hand and notaries seal this 14<sup>th</sup> day of AUGUST, 2009

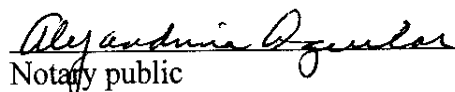
  
\_\_\_\_\_  
Notary public

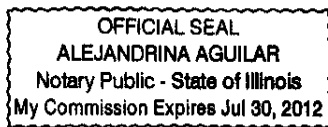


STATE OF ILLINOIS        )  
  )  
COUNTY OF COOK )       Mortgagee Notary

I, Alejandrina Aguilar, a Notary Public, in and for said County, in the state aforesaid, do hereby certify, that Versi Garrett authorized on behalf of Certificate Holders of Neighborhood Lending Services, Inc. Mortgage Loan Ownership Certificates, PSSA Series 2006-11 who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Certificate Holders of Neighborhood Lending Services, Inc. Mortgage Loan Ownership Certificates, PSSA Series 2006-11 as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notaries seal this 10th day of August, 2009

  
\_\_\_\_\_  
Notary public



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## EXHIBIT A LEGAL DESCRIPTION

LOT 21 IN SUBDIVISION BOEHMS SUBDIVISION OF LOTS 1 TO 43 INCLUSIVE IN BLOCK 1 IN THE SUBDIVISION OF THE SOUTH ½ OF THE SOUTH EAST ¼ OF THE NORTHEAST ¼ OF SECTION 3 TOWNSHIP 39 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Commonly Known As: 4042 W. Crystal, Chicago, IL 60651

**PIN: 16-03-231-020-0000**