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Doc#: 0926504053 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/22/2009 09:35 AM Pg: 1 of 3

(SPACE ABOVE THIS LINE FOR RECORDING DATA)

Document prepared by & when recorded return to:
CENTRAL FEDERAL SAVINGS & LOAN ASSN.
5953 W. CERMAK ROAD, CICERO, IL 60804

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 12th day of September, 2009 between Francisco H. Nunez and Manuela Nunez ("Borrower") and Central Federal Savings and Loan Association ("Lender"), amends and supplements (1) the Mortgage dated August 14, 2003 and recorded with the Cook County Recorder of Deeds as document 0327233282, and (2) the Note bearing the same date as, and secured by, the Mortgage, which covers the real property described and set forth as follows:

The South 33 Feet of the North 66 Feet of Lot 4 in Block 7 in Mandell and Hyman's Subdivision of the East ½ of the Southwest ¼ of Section 20, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel Tax Identification Number: 16-20-314-035-0000

Which has the common address of: 1832 S. 60th Ct., Cicero IL 60804 (the "Property").

It is the express intent of the Borrower and Lender to modify the terms and provisions set forth in the Mortgage and Note as follows:

Change of Interest Rate and Maturity Date; and Reduction of monthly installments of principal and interest payments as specified in the Note.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Mortgage or Note):

1. As of September 12, 2009, the amount payable under the Note and the Mortgage (the "Unpaid Principal Balance") is \$96,521.82, 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 and all costs, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual rate of 5.375% beginning September 1, 2009. Borrower promises to pay the modified monthly payment of principal and interest of \$540.49 commencing on October 1, 2009 and shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. If on September 1, 2019 (the "Maturity Date"), Borrower still owes amounts under the Note

BOX 333-CT

C.T.I./CY 400
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Handwritten signature

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and Mortgage, as modified by this Agreement, the Borrower will pay those amounts in full on the Maturity Date. The Borrower will make such payments at 5953 West Cermak Road, Cicero, Illinois 60804 or at such other place as the Lender may require.

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 Mortgage.
4. Borrower also will comply with all other covenants, agreements, and requirements of the Note and Mortgage, 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 Mortgage.
5. Borrower understands and agrees that:
 - (a) All the rights and remedies, stipulations, and conditions contained in the Mortgage relating to default in the making of payments under the Mortgage shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Mortgage 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 Mortgage 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 the remedies on the Note and Mortgage, whether such rights or 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 Mortgage are expressly reserved by Lender.
 - (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Mortgage.
 - (d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Mortgage.
 - (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.

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By signing below, Borrower and Lender acknowledge they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

Borrower(s):

Witnesses:

Francisco H. Nunez (Seal)
Francisco H. Nunez

[Signature]

Manuela Nunez (Seal)
Manuela Nunez

Zorpa Mendez

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Francisco H. Nunez and Manuela Nunez, 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 severally acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal the 12th day of September, 2009.

My Commission Expires: 2-6-13

Jason Acosta
NOTARY PUBLIC

Lender:

Central Federal Savings and Loan Association



By: *Neil Christensen*
Neil Christensen

Its: Vice President, Lending

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Neil Christensen, personally known to me to be the Vice President of Central Federal Savings and Loan Association existing under the laws of the United States of America, 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 severally acknowledged that as such signed and delivered the said instrument pursuant to authority, as his free and voluntary act and deed of said Association, for the uses and purposes therein set forth.

Given under my hand and official seal the 12th day of September, 2009.

My Commission Expires: 2-6-13

Diane M. Kuca
NOTARY PUBLIC

