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This instrument was prepared by
David Cory
HSBC Mortgage Corporation (USA)
2929 Walden Ave.
Depew NY 14043

Doc#: 1019047046 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/09/2010 09:30 AM Pg: 1 of 6

WHEN RECORDED RETURN TO:
First American Document Solutions
450 E. Boundary St
Chapin, SC 29036
Attr. Lien Release
10686720

Parcel No. 1(-2)-101-031-0000 ✓

[Space Above This Line for Recording Data]

Original Recorded Date: JUNE 29, 2007
Original Principal Amount: \$ 232,500.00

Fannie Mae Loan No. 1704190706
Loan No. 8394645
MERS MIN 1232194 0000007756 9

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 26TH day of MARCH, 2010, between ADALIE SALGADO AND ESTELA SALGADO

("Borrower") and HSBC MORTGAGE CORPORATION (USA)

("Lender"),

AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated JUNE 18, 2007 and recorded in Book or Liber N/A, at page(s) N/A, Instrument No. 0718049037, of the Official Records of

(Name of Records)

Cook COUNTY, ILLINOIS

, and (2) the Note bearing the same date as, and

(County and State, or other jurisdiction)

secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

2224 Highland Ave, Berwyn, ILLINOIS 60402 ✓

(Property Address)

S ✓
P 10
S N
M N
SC ✓
E ✓
INT CE

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Loan No: **8394645**

Borrower and Notary Checklist

Please carry this sheet with you when you have your documents notarized. This checklist is being provided to ensure that your loss mitigation documents are correctly executed. If any of the following steps are not completed, or are completed incorrectly, the documents will be returned to you for correction and/or completion.

- All signatures and requested written information completed in **BLACK INK** only.
- Borrower(s) must sign their name(s) exactly as the printed line below the signature line.
- County, State and date information completed (if applicable) on Borrower's Acknowledgment for each set of documents.
- Notarization date written in by Notary Public when notarizing Borrower's Acknowledgment for each set of documents.
- Notary Public's signature and title written in by Notary Public when notarizing Borrower's Acknowledgment for each set of documents.
- Notary Public's stamp and/or seal placed on Borrower's Acknowledgment when notarizing each set of documents.
- Commission Expiration Date of Notary Public written in on Borrower's Acknowledgment for each set of documents, if required.
- **Witness Signatures**

Certain states require witness(es) to your signature. If witness signatures are required on your loan documents, please verify that each witness has signed and printed/typed their name under the signature as indicated. **BORROWERS CANNOT WITNESS THEIR OWN SIGNATURES.**

NOTE:

- The Lender's Acknowledgement portion of the **loan documents** will be completed by the Lender and **SHOULD NOT** be notarized by your notary public.
- **IF a Subordination Agreement** is part of this loan package, you must take it (or mail it) to your second lienholder indicated on the Agreement; to be signed and notarized. We will be unable to process this modification if the executed Subordination Agreement is NOT returned to us. Please contact us with any questions pertaining to this document.

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the real property described being set forth as follows:

THE SOUTH THIRTY (30) FEET OF THE NORTH SIXTY-THREE (63) FEET OF LOT SEVEN (7) IN BLOCK SEVEN (7) IN THE SUBDIVISION OF BLOCKS 7 AND 8 IN THE SUBDIVISION OF THE NORTH WEST QUARTER (1/4) OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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

1. As of **MARCH 26, 2010**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **254,131.17**, 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, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **5.125** %, from **APRIL 1, 2010**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,441.61**, beginning on the **1ST** day of **MAY, 2010**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.125** % will remain in effect until principal and interest are paid in full. If on **AUGUST 01, 2037** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
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 Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, 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 Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

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- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Borrower understands and agrees that:
- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument 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 Security Instrument 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 or remedies on the Note and Security Instrument, 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 Security Instrument are expressly reserved by Lender.
- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (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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6. This Agreement modifies an obligation secured by an existing security instrument recorded in Cook County, ILLINOIS, upon which all recordation taxes have been paid. As of the date of this Agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$ 228,402.73. The principal balance secured by the existing security instrument as a result of this Agreement is \$ 254,131.17, which amount represents the excess of the unpaid principal balance of this original obligation.

HSBC MORTGAGE CORPORATION (USA)

Name: MESUD AVDAGIC (Seal)
- Lender

Its: Assistant Vice President
Date: 6/3/10

ADALIE SALGADO (Seal)
- Borrower

ESTELA SALGADO (Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

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[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of Cook

This instrument was acknowledged before me on 3/29/10 (date) by _____

ADALIE SALGADO AND ESTELA SALGADO

(name/s of person/s)

[Handwritten Signature]



(Signature of Notary Public)

(Seal)

LENDER ACKNOWLEDGMENT

STATE OF Ny COUNTY OF Erie

The foregoing instrument was acknowledged before me this 6/3/10 by Mesud Avdagic, the _____ of _____

a _____, on behalf of said entity

Signature of Person Taking Acknowledgment

[Handwritten Signature]

Printed Name _____

Title or Rank _____

Serial Number, if any _____

ROY I. HENSELER
No. 01HE5024206
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Mar. 7, 2011