

# UNOFFICIAL COPY

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Date: 02/06/2011 01:26 PM Pg: 1 of 5  
Cook County Recorder of Deeds  
\*RHSP FEE \$10.00 Applied

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First American Mortgage Services  
1100 Superior Avenue, Suite 200  
Cleveland, OH 44114

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[SPACE ABOVE THIS LINE FOR RECORDING]

TITLE(S) OF DOCUMENT                      LOAN MODIFICATION AGREEMENT

DATE OF DOCUMENT:                      JANUARY 30, 2011

43022453

GRANTOR(S):                                      JESUS RESENDIZ

GRANTOR'S ADDRESS                      104 W. 29<sup>TH</sup> STREET  
SOUTH CHICAGO HTS., IL 60411

GRANTEE:    ALLIANCE, FSB

GRANTEES ADDRESS:                      425 PHILLIPS BLVD  
EWING, NJ 08618GUAL

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Prepared by: \_\_\_\_\_ [Space Above This Line For Recording Date] \_\_\_\_\_

PNA Bank

Loan # 0020766267

Attn: Special Products Dept.  
425 Phillips Blvd.  
Ewing, NJ 08618**LOAN MODIFICATION AGREEMENT**  
(Providing for Adjustable Rate Note)

This Loan Modification Agreement ("Agreement"), made this **January 1, 2011** between **Jesus Resendiz** ("Borrowers") and **Alliance FSB** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **January 30, 2007** and recorded on February 7, 2007 as Document No. 0703846046 in the County Recorder's Office of Cook County, Illinois and further assigned to **Polish National Alliance** and recorded on April 13, 2007 as Document No. 0710308065 and (2) the Note, bearing the same date as and 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 **104 W. 29th Street, South Chicago Hts., IL, 60411**, the real property described being set forth as follows:

See Exhibit "A" attached

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 **January 1, 2011**, the amount payable under the Note and Security Instrument (the Unpaid Principal Balance") is U.S. **\$107,562.10**, consisting of the unpaid amount(s) loaned to Borrowers by Lender plus any interest and other amounts capitalized.
2. Borrowers promise 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 **4%**, effective **January 1, 2011**. Borrowers promise to make payments of principal and interest in the amount of U.S. **\$449.54**, based on a term of **480** months beginning on the first day of **February, 2011**, and continuing thereafter on the same day of each succeeding month until the next scheduled interest rate change date of **March 1, 2012** effective with the **April 1, 2012** payment and every **12** months thereafter and the principal and interest payments will be based on the actual remaining term of **300** months. If on **March 1, 2012**, I still owe amounts under this modification agreement, I will pay those amounts in full on that date, which is called the ("Maturity Date"). The Borrowers will make such payments at:

**PNA Bank**  
425 Phillips Blvd.  
Ewing, NJ 08618

3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrowers are not natural persons and a beneficial interest in Borrowers 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 Borrowers 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 Borrowers must pay all sums secured by the Security Instrument. If Borrowers fail 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.

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4. Borrowers also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrowers' covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrowers are obligated to make under the Security Instrument
5. Borrowers understand and agree 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 Borrowers' 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 hereunder 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) Borrowers have no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
  - 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 Security Instrument.
  - e) 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 Borrowers and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
  - f) Borrowers agree 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 Borrowers.

\_\_\_\_\_  
 (Seal)  
 -Lender  
 By: Mark Kelbaugh  
 Mark Kelbaugh, Authorized Representative

Jesus Resendiz (Seal)  
 Jesus Resendiz

\_\_\_\_\_  
 (Seal)

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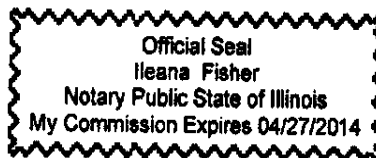
[Space Below This Line For Acknowledgements]

STATE OF IL.  
COUNTY OF DuPage

SS:

**BE IT REMEMBERED THAT**, on this 4<sup>th</sup> day of Jan, 2010, before me, the subscriber named below, personally appeared **Jesus Resendiz** who, being by me duly sworn on his/her oath, deposed and made proof to my satisfaction that he/she is the person named in and who executed the within instrument; and I having first made known to him/her the contents thereof, he/she did acknowledge that he/she signed, sealed, and delivered the same as his/her voluntary act and deed, for the uses and purposes therein expressed.

Ileana Fisher  
Notary Public



STATE OF NY  
COUNTY OF Westchester

SS:

The foregoing instrument is hereby acknowledged before me this 7<sup>th</sup> day of Jan, 2011 by **Mark Kelbaugh**, an Authorized Representative of PNA Bank on behalf of the corporation, who I am satisfied, is the person who signed the foregoing instrument, and he/she did acknowledge that he/she signed and delivered the same in his/her capacity as such officer and that the foregoing instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its board of directors.

Wendy L. Pasqua  
Notary Public  
State of New Jersey  
Wendy L. Pasqua  
My commission expires Mar. 27 2012

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## EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS, TO WIT:

LOTS 23 AND 24 IN RESUBDIVISION OF BLOCK 14 IN HANNAH AND KEENEY'S ADDITION TO CHICAGO HEIGHTS, A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 29 AND THAT PART WEST OF RAILROAD LANDS IN SECTION 28, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 32-29-426-003-0000 (Parcel #1)  
32-29-426-004-0000 (Parcel #2)

JESUS RESENDIZ

104 WEST 29TH STREET, SOUTH CHICAGO HEIGHT IL 60411

Loan Reference Number : 0020766267

First American Order No: 43022453

Identifier:

 RESENDIZ  
43022453

IL

FIRST AMERICAN ELS  
MODIFICATION AGREEMENT



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