

# UNOFFICIAL COPY



Doc#: 1136103028 Fee: \$74.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/27/2011 10:57 AM Pg: 1 of 6

RETURN RECORDED DOCUMENT TO:  
SunTrust Mortgage, Inc.  
Loss Mitigation, RVW 3054  
1001 Semmes Avenue  
Richmond, VA 23224

[Space Above This Line For Recording Data]  
Loan Number: 0298666884 Prepared By: Carole Vaden

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

Lenders Loan Number: 0298666884  
MIN: 11000104 0298666884 01 MERS Phone: 1-888-679-6377

This Loan Modification Agreement ("Agreement"), made this 11<sup>th</sup> day of October, 2011, between HERIBERTO AYALA, HUSBAND, MARIA G AYALA, WIFE ("Borrower") and SUNTRUST MORTGAGE, INC. ("Lender"), Mortgage Electronic Registration Systems, Inc., ("Mortgagee") amends and supplements (1) that certain Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated June 2, 2008 in the amount of \$152,605.00 and granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded in Instrument No. 0816857105 of the Official records of Cook County, IL and (2) that certain note ("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 FLIN. 32-18-214-030-0000

349 W. GLENGATE AVENUE  
CHICAGO HEIGHTS IL 60411.  
(Property Address)

the real property described being set forth as follows:

\*\*\*SEE EXHIBIT "A"\*\*\*

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

- As of October 1, 2011, the amount payable under the Note and secured by the Security Instrument (the "Unpaid Principal Balance") is U.S. \$174,117.47, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized to date.
- The terms of the Note and the Security Instrument are amended as follows:

### SECTION I:

#### PAYMENTS:

##### (A) Time of Payments

Borrower will make a payment each and every month on the 1<sup>st</sup> day of the month, beginning on November 1, 2011, until the entire principal and interest and any other charges that may be due and owing under the Note and/or Modification Agreement(s) are paid in full. Each monthly payment will be applied as of its scheduled due date and if the payment includes both principal and interest, it will be applied to interest before principal. If on the Maturity Date, as described in Section II, Borrower still owes any amounts under the Note and/or Modification Agreement(s), Borrower will pay those amounts in full on that date.

##### (B) Amount of Monthly Payments

Each monthly payment will be in the amount of U.S. \$ 895.21

S N  
P 6  
S N  
M N  
SC N  
E N  
INT ER

# UNOFFICIAL COPY

## SECTION II:

### INTEREST RATE AND PAYMENT CHANGES:

(A) Interest rate

Under this Agreement, the Borrower's interest rate will be 4.625%.

(B) Maturity Date

If on **October 1, 2041** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay those 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:

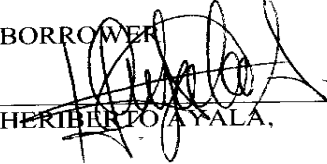
- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the 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) Borrower has 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 Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (f) 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.

# UNOFFICIAL COPY

BY SIGNING BELOW, Borrower and Lender do each accept and agree to the terms and covenants in this Loan Modification Agreement as of the date first written above.

BORROWER  
  
HERIBERTO AYALA, (Seal)  
Borrower

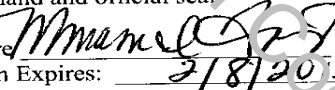
By Witness (Sign Name) \_\_\_\_\_ (SEAL)  
Witness (Print Name): \_\_\_\_\_

By Witness (Sign Name) \_\_\_\_\_ (SEAL)  
Witness (Print Name): \_\_\_\_\_

State of IL §  
County of COOK §

On this the 19<sup>th</sup> day of Oct, 2011, before me, (Notary's Name) Miriam J. Torres, personally appeared (Borrower/Title Holder's Name) Heriberto Ayala, who is/are personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the above instrument and acknowledged to me that he/she/they executed the same as his/her/their voluntary act and deed.

WITNESS my hand and official seal

Notary Signature  (Seal)  
My Commission Expires: 2/8/2015



# UNOFFICIAL COPY

BY SIGNING BELOW, Borrower and Lender do each accept and agree to the terms and covenants in this Loan Modification Agreement as of the date first written above.

BORROWER

Maria G Ayala (Seal)  
MARIA G AYALA, Borrower

By Witness (Sign Name) \_\_\_\_\_ (SEAL)  
Witness (Print Name): \_\_\_\_\_

By Witness (Sign Name) \_\_\_\_\_ (SEAL)  
Witness (Print Name): \_\_\_\_\_

State of IL §  
County of COOK §

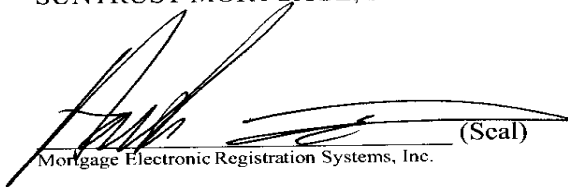
On this the 19th day of Oct, 2011, before me, (Notary's Name) \_\_\_\_\_, personally appeared (**Borrower/Title Holder's Name**) Maria G. Ayala, who is/are personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the above instrument and acknowledged to me that he/she/they executed the same as his/her/their voluntary act and deed.

WITNESS my hand and official seal.  
Notary Signature Miriam I Torres (Seal)  
My Commission Expires: 2/8/2015



# UNOFFICIAL COPY

SUNTRUST MORTGAGE, INC.

 (Seal)  
Mortgage Electronic Registration Systems, Inc.

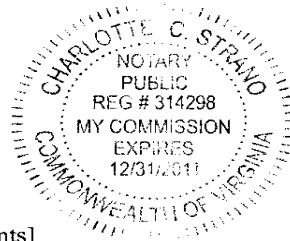
By: **ANDREW TOMLIN**  
Its: **ASST. SECRETARY**

State of VIRGINIA§  
~~County~~/City of RICHMOND§

On this the 27<sup>th</sup> day of Oct., 2011 before me Charlotte C. Strano, personally appeared Andrew Tomlin, who is/are personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the above instrument and acknowledged to me that he/she executed the same as his/her voluntary act and deed and as the voluntary act and deed of the Lender in his/her authorized capacity on behalf of the Lender.

WITNESS my hand and official seal.

Notary Signature Charlotte C. Strano (Seal)  
ID#  
My Commission Expires:



[Space Below This Line For Acknowledgments]

UNOFFICIAL COPY

0816857105 Page: 3 of 3

File Number: 08-5007EA

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Lot 91 in Bradley Terrace, a subdivision of the Northeast  $\frac{1}{4}$  of Section 18, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

3