

When Recorded Return To: CitiMortgage, Inc. Attn: ERU # 691147 1000 Technology Drive O'Fallon, MO 63368 Doc#: 1204617031 Fee: \$68.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds
Date: 02/15/2012 10:21 AM Pg: 1 of 4

Loan # 771106524

## LOAN MODIFICATION AGREEMENT (PROVIDING FOR FIXED INTEREST RATE/CAPITALIZATION)

This Loan Modification Agreement ("Agreement"), made 7/13/11, between EDUARDO PARRA and PALOMA MARTINEZ ("Borrower") residing at 10418 MAYFIELD AVE, OAK LAWN, IL, 60453-5190 and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. by assignment as Mortgagee of record (solely as nominee for Lender and Lender's successors and assigns) ("Lender") having offices at 1000 Technology Drive, O'Fallon, MO 63368 and amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") dated 01/22/04 and recorded on 01/22/04, Document number 0402226444 in the Official Records of COOK County, Illinois 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 10418 MAYFIELD AVE., OAKLAWN, IL, 60453, the real property described as being set for the 3s follows:

LOT 2 IN WOODMAN CONSTRUCTION COMPANY'S WEST 104TH STREET AND SOUTH MAYFIELD AVENUE RESUBDIVISION OF LOT 64 OF FRANK DELUGACH'S AUSTIN GARDENS, BEING A SUBDIVISION OF THE NORTH/EST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

APA: 24-17-215-065

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 07/13/11, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$280,271.44. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses in the total amount of \$55,232.66, have been added to the indebtedness under the terrus of the Note and Security Instrument and the loan re-amortized over 360 months. When payments resume on 03/01/11, the New Unpaid Principal Balance will be \$335,504.10.
- 2. The Borrower promises to pay the New Unpaid Principal Balance, plus Interest, it the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.625% effective 07/01/11 (the "Interest Change Date"). The Borrower promises to make monthly payments of principal and interest of U.S. \$1,724.96 (which does not include amounts required for Insurance and/or Taxes) beginning on 35.01/11 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full.

If on 07/01/41 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay those amounts in full on the Maturity Date. All other terms stated in the Note remain the same.

The Borrower will make such payments at Post Office Box 9481, Gaithersburg, MD 20898-9481, or at such other place as the Lender may require.

3. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.

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If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay these sums prior to the expiration period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

- 4. The Borrower also will comply with all the other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all the payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make the under 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; and,
- (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, or part of, the Note and Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
- 5. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unclarged, and the Borrower and Lender will be bound by and comply with, all of the terms and provisions thereof, as amended by this Agreement.
- 6. It is mutually agreed that the Security instrument shall constitute a first lien upon the premise and that neither the obligation evidencing the aforesaid independences nor the Security Instrument shall in any way be prejudiced by this Agreement, but said obligation and Security Instrument and all the covenants and agreements thereof and the rights of the parties thereunder shall remain in full force and effect except as herein expressly modified.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this agreement on the date above written.

Borrower - EDUARTO PARKA

Borrower - PALOMA MARITY FZ

Mortgage Electronic Registration Systems, Inc.

By: NA - not active Merson

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[Space Below This Line for Acknowledgments]
State of IL ) )SS
County of CCC )
On this 1 day of
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, we day and year first above written.
Notary Public Circle Colleged
My Commission Expires: ACC S5F 1X. 3013  "OFFICIAL SFAZ" ANITA VILLEGAS Notary Public, State of Illinois My Commission Expires August 18, 2012
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State of TC ) SS ) County of COCK )
On this
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.
My Commission Expires: AUGUST 18 2012
"OFFICIAL SEAL"  ANITA VILLEGAS  Notary Public, State of Illinois  My Commission Expires August 18, 2012

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State of Missouri )
County of St Charles )
On
Michael J Ronimous Notary Public  Michael J Ronimous Notary Public - Notary Seal State of Missour Commissioned for St. Loux County My Commission Expires. April 17, 2015 Commission Number; 11174293