

Doc#: 1208911000 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 03/29/2012 08:29 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

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## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 17th day of March, 2012 between Carolina Arellano & Arturo Arellano ("Borrower") and Central Federal Savings and Loan Association ("Lender"), amends and supplements (1) the Mortgage dated June 11, 2008 and recorded with the Cook County Recorder of Dends as document 0817746019 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:

Lot 10 in Smatlick's Subdivision of the East ½ of Lot 12 in Erayton Farms No. 2, a Subdivision of the West 80 acres of the Northwest ¼ of Section 26, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

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Which has the common address of: 11937 S. Avers, Alsip IL 60803 (the "Proparty").

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:

Reduction of interest rate and monthly installments of principal and interest payment 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 <u>March 17, 2012</u>, the amount payable under the Note and the Mortgage (the "Unpaid Principal Balance") is <u>\$164,532.24</u> 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 4.125% beginning March 1, 2012. Borrower promises to pay the modified monthly payment of principal and interest of \$1,516.58 commencing on April 1, 2012 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 July 1, 2023 (the "Maturity Date"), Borrower still owes amounts under the Note and Mortgage, as modified by this Agreement, the Borrower will pay those amounts in full on the

BOX 333-CTF

S A SC Y INTO

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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:
  - 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 coverants, agreements, stipulations, and conditions in the Note and Mortgage shall be and remain in full force and effect, except as herein modified, and note 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 and 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 countractaim, 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 No e and Mortgage.
  - (e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and externey's fees, shall be paid by the Borrower and shall be secured by the Mortgage, 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.
  - (g) Borrower agrees to pay Lender a service fee of <u>One Thousand Five</u> <u>Hundred Dollars (\$1,500.00)</u> for fees and expenses incurred by Lender in connection with this Agreement.

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Witnesses:

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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):

Carolina arellago (Seal) Lalla Mendera
Carolina Arellane (Seal)
Arturo Arstenio
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 Carolina Arellano & Arturo Arellano, 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 hang and official seal the 17th day of March, 2012
2-6-13 Smy Cento
My Commission Expires: 2-6-130  My Commission Expires: 2-6-130  MY Commission Expires: 2-6-130
Lender: "OFFICIAL" SEAL"  JASON ACOSTA
Notary Public, State of Illinois
Central Federal Savings and Loan Association  My Commission Expires 02/06/2013
By: Neil Chustensen
Gary Nation Its: President  Gary Nation  Its: President  Gary Nation  Its: President
Gary Nation Its: President
Gary Nation Its: President  OFFICIAL SEAL*  JASON ACOSTA  STATE OF ILLINOIS )  Notary Public, State of Illinois
Gary Nation Its: President  "OFFICIAL SEAL"  JASON ACOSTA  STATE OF ILLINOIS COUNTY OF COOK ) SS My Commission Expires 02/06/2013
Gary Nation Its:    President
Gary Nation Its: President  "OFFICIAL SEAL"  JASON ACOSTA  STATE OF ILLINOIS  COUNTY OF COOK  STATE OF ILLINOIS  COUNTY OF COOK  STATE OF ILLINOIS  COUNTY OF COOK  STATE OF ILLINOIS  Notary Public, State of Illinois  My Commission Expires 02/06/2013  I, the undersigned, a Notary Public, in and for the County and State aforesaid, DC HEREBY  CERTIFY that Gary Nation and Neil Christensen, personally known to me to be the Fresident and Vice President, Lending of Central Federal Savings and Loan Association existing under the laws
Its: President  OFFICIAL SEAL*  JASON ACOSTA  STATE OF ILLINOIS COUNTY OF COOK STATE OF ILLINOIS I, the undersigned, a Notary Public, in and for the County and State aforesaid, DC HEPEBY CERTIFY that Gary Nation and Neil Christensen, personally known to me to be the Fresident and Vice President, Lending of Central Federal Savings and Loan Association existing under (ne laws of the United States of America, who is personally known to me to be the same person who see name is subscribed to the foregoing instrument, appeared before me this day in person and
Its: President   Its: P
Gary Nation President  OFFICIAL SEAL*  JASON ACOSTA  STATE OF ILLINOIS COUNTY OF COOK STATE OF ILLINOIS I, the undersigned, a Notary Public, in and for the County and State aforesaid, DC HEREBY CERTIFY that Gary Nation and Neil Christensen, personally known to me to be the Fresident and Vice President, Lending of Central Federal Savings and Loan Association existing under intellaws 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
Gary Nation President  "OFFICIAL SEAL"  JASON ACOSTA  STATE OF ILLINOIS COUNTY OF COOK STATE STATE STATE OF COOK STATE ST
Gary Nation Its:  President  "OFFICIAL SEAL"  JASON ACOSTA  STATE OF ILLINOIS  COUNTY OF COOK  SS  Wy Commission Expires 02/06/2013  I, the undersigned, a Notary Public, in and for the County and State aforesaid, DC HEPEBY CERTIFY that Gary Nation and Neil Christensen, personally known to me to be the Fresident and Vice President, Lending of Central Federal Savings and Loan Association existing under (ne laws of the United States of America, who is personally known to me to be the same person wires 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 17th day of March, 2012
Gary Nation President  "OFFICIAL SEAL"  JASON ACOSTA  STATE OF ILLINOIS COUNTY OF COOK STATE OF