

# UNOFFICIAL COPY



Doc#: 1211522001 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/24/2012 08:24 AM Pg: 1 of 6

**After Recording Return To:**  
RUTH RUHL, P.C.  
Attn: Recording Department  
2801 Woodside Street  
Dallas, Texas 75204

**Prepared By:**  
RUTH RUHL, P.C.  
2801 Woodside Street  
Dallas, TX 75204

[Space Above This Line For Recording Data]

Loan No.: 0115916090

MERS No.: 1001355-4000021921-3

MERS Phone: 1-888-679-6377

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

This Loan Modification Agreement ("Agreement"), effective this 1st day of December, 2011, between Maria Del Rosario Martinez, married to Benigno Martinez

and Aurora Bank FSB

and Mortgage Electronic Registration Systems, Inc. ("Lender/Grantee"), ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Timely Payment Rewards Rider, if any, dated March 25th, 2005, 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 on April 19th, 2005, in Book/Liber N/A, Page N/A, Instrument No. 0510914024, 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 said Security Instrument and defined therein as the "Property," located at 5915 S. Kildare Avenue, Chicago, Illinois 60629

S ✓  
P ✓  
S ✓  
M ✓  
SC ✓  
E ✓  
INT ✓

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the real property described being set forth as follows:

LOT 10 IN BLOCK 2 IN ARTHUR T. MCINTOSHA 63RD STREET ADDITION BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTH EAST QUARTER SECTION 15 TOWNSHIP 39 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

PARCEL ID NO: 19-15-402-010

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 December 1st, 2011, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$214,702.16, 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 for the first five years at the yearly rate of 3.125% from December 1st, 2011, and Borrower promises to pay monthly payments of principal and interest in the amount of U.S. \$1,080.99, beginning on the 1st day of January, 2012. During the sixth year and continuing thereafter until the Maturity Date (as hereinafter defined), interest will be charged at the yearly rate of 4.000% from December 1st, 2016, and Borrower shall pay monthly payments of principal and interest in the amount of U.S. \$1,161.34, beginning on the 1st day of January, 2017 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 April 1st, 2035, (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

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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, the 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 specified date 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) 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.

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(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.

12-31-2011  
Date

[Signature] (Seal)  
Maria Del Rosario Martinez -Borrower

12-31-2011  
Date

[Signature] (Seal)  
Benigno Martinez -Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
-Borrower

### BORROWER ACKNOWLEDGMENT

State of Illinois §  
County of Cook §

On this 31st day of December, Cristina Barraza, before me,  
Cristina Barraza [name of notary], a Notary Public in and for said state,  
personally appeared Maria Del Rosario Martinez and Benigno Martinez

[name of person acknowledged], known to me to be the person who executed the within instrument, and acknowledged to me that he/she/they executed the same for the purpose therein stated

(Seal)



[Signature]  
Christina Barraza  
Cristina Barraza  
Type or Print Name of Notary

Notary Public, State of IL

My Commission Expires: May 17, 2015

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Loan No.: 0115916090

2-10-12  
-Date

Aurora Bank FSB  
-Lender

By: *Cassandra Leet*  
Printed/Typed Name: Cassandra Leet  
Its: Vice President

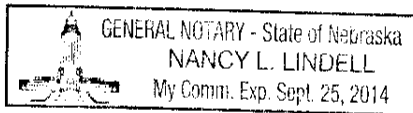
### LENDER ACKNOWLEDGMENT

State of Nebraska §  
County of Scotts Bluff §

On this 10 day of Feb, 2012, before me,  
Nancy L. Lindell [name of notary], a Notary Public in and for said state,  
personally appeared Cassandra Leet, Vice President of Aurora Bank FSB

personally known to me to be the person who executed the within instrument on behalf of said entity, and acknowledged to me that he/she/they executed the same for the purpose therein stated

(Seal)



*Nancy Lindell*  
Notary Signature  
Nancy L. Lindell  
Type or Print Name of Notary  
Notary Public, State of NEBRASKA  
My Commission Expires: 09/25/2014

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Loan No.: 0115916090

2-10-12  
-Date

Mortgage Electronic Registration Systems, Inc.  
-Mortgagee

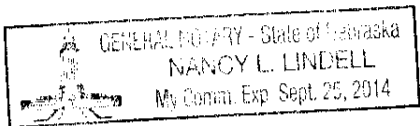
By: *Lucy Lang*  
Printed/Typed Name: Lucy Lang  
Its: Assistant Secretary

### MORTGAGEE ACKNOWLEDGMENT

State of Nebraska §  
County of Scotts Bluff §

On this 10 day of Feb, 2012, before me,  
Nancy L. Lindell [name of notary], a Notary Public in and for said state,  
personally Lucy Lang, Assistant Secretary of Mortgage Electronic Registration  
Systems, Inc., Mortgagee, personally known to me to be the person who executed the within instrument on behalf of  
said entity, and acknowledged to me that he/she/they executed the same for the purpose therein stated.

(Seal)



*Nancy L. Lindell*  
Notary Signature  
Nancy L. Lindell  
Type or Print Name of Notary  
Notary Public, State of Nebraska  
My Commission Expires: 09/25/2014