

CTIC-HE

Loan #2000221751



Doc#: 1213208517 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/11/2012 11:23 AM Pg: 1 of 5

After Recording Return To:

Northern Trust
Attn: Homeownership Retention Team
50 South LaSalle Street B-A
Chicago, Illinois 60603

This document was prepared by Mary Ann Carrigan

H25284921 [Space Above This Line For Recording Data]

NORTHERN TRUST HOME AFFORDABLE MODIFICATION AGREEMENT

Borrower ("I"): Policarpo Rodriguez and Idalia Rodriguez

Lender ("Lender"): Northern Trust Bank Company

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): June 12, 2001

Loan Number: 2000221751

Property Address ("Property"): 4856 West Drummond Place, Chicago, IL 60639 PIN# 13-28-411-015

Legal Description: See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

If my representations in Section 1 continue to be true in all material respects, then this Northern Trust Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. My Representations. I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I have provided documentation for **all** income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Home Affordable Modification program ("Program"));
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and
- G. I will make all payments required under a Loan Workout Plan.

2. Acknowledgements and Preconditions to Modification. I understand and acknowledge that:

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- A. TIME IS OF THE ESSENCE under this Agreement;
- B. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- C. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. **The Modification.** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on February 1, 2012 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. The Loan Documents will be modified and the first modified payment will be due on March 1, 2012.

- A. The new Maturity Date will be: February 1, 2042.
- B. The modified Principal balance of my Note will include all amounts and arrearages that will be past due (excluding unpaid late charges) less any amounts paid to the Lender but not previously credited to my Loan. The new Principal balance of my Note will be \$101,348.87 the "New Principal Balance".
- C. Interest at the rate of 2.25% will begin to accrue on the New Principal Balance as of February 1, 2012 and the first new monthly payment on the New Principal Balance will be due on March 1, 2012. My payment schedule for the modified loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1-5	2.25%	02/01/2012	\$387.40	\$343.26, adjusts annually after year 1	\$730.66, adjusts annually after year 1	03/01/2012	60
6	3.25%	02/01/2017	\$432.87	Adjusts Annually	Adjusts Annually	02/01/2017	12
7	4.25%	02/01/2018	\$479.53	Adjusts Annually	Adjusts Annually	03/01/2018	12
8-30	4.49%	02/01/2019	\$490.72	Adjusts Annually	Adjusts Annually	03/01/2019	276

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.

4. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless a borrower or co-borrower is deceased or the Lender has waived this requirement

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- in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.
 - C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
 - D. That this Agreement constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my Escrow Account.
 - E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
 - F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
 - G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Lender shall not exercise this option if federal law prohibits the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me 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 I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
 - H. That, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. This Agreement may not, under any circumstances, be assigned to, or assumed by, a buyer of the Property.

In Witness Whereof, the Lender and I have executed this Agreement.

[Signature]
 Northern Trust Company

[Signature]
 Policaipo Rodriguez

3/8/12
 Date

[Signature]
 Idalia Rodriguez
03/07/2012
 Date

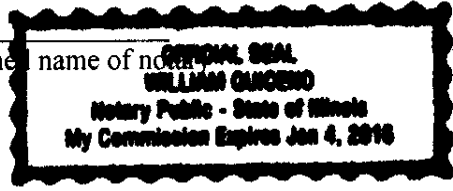
_____[Space Below This Line For Acknowledgement]_____

STATE OF IL
 COUNTY OF COOK

Sworn to or affirmed and signed before me on 03/07/12 by William Quisenberry

[Signature]
 NOTARY PUBLIC

Print, type, or stamp commissioner name of notary
 Personally known
 (page 3 of 4 pages)



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Dr.

✓ Produced identification

Type of Identification Produced: LIC + ST. ID

Rolando Rodriguez
D Lic# R362-6605-903A
X 2-8-13

Dalia Rodriguez
ST. ID #3624-0065-682R
X 3-20-12

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EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

LOT 30 IN BLOCK 5 IN KENNEDY'S RESUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 13-28-411-015-0000
POLICARPO RODRIGUEZ AND IDALIA RODRIGUEZ, HIS WIFE, NOT IN TENANCY IN COMMON, BUT IN JOINT TENANCY

4856 WEST DRUMMOND PLACE, CHICAGO IL 60639

Loan Reference Number : 20002221751

First American Order No: 42858994

Identifier:



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