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Doc#: 1317008130 fee: \$58.00
Date: 06/19/2013 09:26 AM Pg: 1 of 6
Cook County Recorder of Deeds
*RHSP:\$9.00 RPRF:\$1.00 FEES Applied

DATE OF DOCUMENT: APRIL 1, 2013

TITLE OF DOCUMENT: LOAN MODIFICATION AGREEMENT (PROVIDING FOR FIXED INTEREST RATE)

GRANTOR(S): JULIO C. TOPIA AND ANA V. RODEA

GRANTEE(S): POLISH NATIONAL ALLIANCE OF THE UNITED STATES OF NORTH AMERICA

LEGAL DESCRIPTION: SEE EXHIBIT A

*WHEN RECORDED, RETURN TO:
FIRST AMERICAN MORTGAGE SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING*

47099513

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Prepared By _____ [Space Above This Line For Recording Date] _____

PNA Bank**Loan # 0020766879**Attn: Loss Mitigation Assets
425 Phillips Blvd.
Ewing, NJ 08618**LOAN MODIFICATION AGREEMENT**
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 1st day of April, 2013 between **Julio C. Tapia and Ana V. Rodea, joint tenants** ("Borrower") and **Polish National Alliance of the United States of North America** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Timely Payment Rewards Rider, if any, in the original loan amount of **\$186,500.00** and dated **March 8, 2007** between Borrowers and **Alliance FSB** and recorded on April 5, 2007 as Document No. 0709535208 in the County Records of Cook County, Illinois and further assigned to Lender and recorded on July 31, 2007 as Document No. 0721203170 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 **3139 S. Keeler Ave., Chicago, IL, 60623**, the real property described being set forth as follows:

See Exhibit "A" attached – PPN : 16342016170000

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):

- As of **April 1, 2013**, the amount payable under the Note and Security Instrument (the Unpaid Principal Balance") is U.S. **\$69,000.00**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized. This principal balance has been adjusted to this amount for the purpose of calculating the monthly principal and interest payment. The amount of the adjustment which will be forgiven totals **\$121,417.70** ("Adjustment")
- Borrowers promise to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **4.875%**, from **April 1, 2013**. Borrowers promise to make monthly payments of principal and interest of U.S. **\$450.62** beginning on the first day of **May, 2013**, and continuing thereafter on the same day of each succeeding month. The yearly rate of **4.875%** will remain in effect until principal and interest are paid in full. If on **April 1, 2013**, I still owe amounts under this modification agreement, I will pay those amounts in full on that date, which is called the ("New Maturity Date"). The Borrowers will make such payments at:
- If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrowers are not natural persons and a beneficial interest in Borrowers 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 Borrowers 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 Borrowers must pay all sums secured by the Security Instrument. If Borrowers fail 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 Borrowers.

PNA Bank
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4. Borrowers also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrowers' covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrowers are 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, Borrowers waive any Timely Payment Rewards rate reduction to which Borrowers 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 a part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Borrowers understand and agree 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 Borrowers' 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 Borrowers and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
 - e) Borrowers agree 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 Borrowers.

 Julio C. Tapia

 Ana V. Rodea
 Ana V. Rodea

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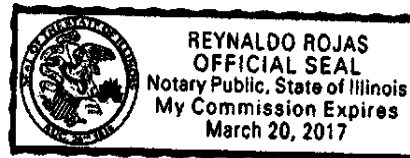
[Space Below This Line For Acknowledgements]

STATE OF ILLINOIS
COUNTY OF COOK

SS:

BE IT REMEMBERED THAT, on this 6 day of MAY, 2013, before me, the subscriber named below, personally appeared **Julio C. Tapia** who, being by me duly sworn on his/her oath, deposed and made proof to my satisfaction that he/she is the person named in and who executed the within instrument; and I having first made known to him/her the contents thereof, he/she did acknowledge that he/she signed, sealed, and delivered the same as his/her voluntary act and deed, for the uses and purposes therein expressed.

Reynaldo Rojas
Notary Public
(Notary Stamp and Seal Required)



STATE OF ILLINOIS
COUNTY OF COOK

SS:

BE IT REMEMBERED THAT, on this 6 day of May, 2013, before me, the subscriber named below, personally appeared **Ana V. Rodea** who, being by me duly sworn on his/her oath, deposed and made proof to my satisfaction that he/she is the person named in and who executed the within instrument; and I having first made known to him/her the contents thereof, he/she did acknowledge that he/she signed, sealed, and delivered the same as his/her voluntary act and deed, for the uses and purposes therein expressed.

Reynaldo Rojas
Notary Public
(Notary Stamp and Seal Required)



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Polish National Alliance of US of North America

By: Lawrence H Chlum
Investment manager

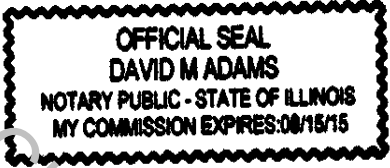
STATE OF ILLINOIS)
COUNTY OF DE PAGE)

SS:

The foregoing instrument is hereby acknowledged before me this 2 day of June, 2013, by Lawrence H. Chlum, an Investment Manager of Polish National Alliance of the United States of North America, on behalf of the corporation, who, I am satisfied, is the person who signed the foregoing instrument; and he/she did acknowledge that he/she signed and delivered the same in his/her capacity as such officer and that the foregoing instrument is the voluntary act and deed of such corporation, made by virtue of the authority of its board of directors.

David M. Adams

Notary Public
(Notary Stamp and Seal Required)





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SCHEDULE A
ALTA Commitment
File No.: 651220

LEGAL DESCRIPTION

Lot 16 in John Skales's subdivision of the west 1/2 of the northwest 1/4 of the northeast 1/4 of the northeast 1/4 of Section 34, Township 39 North, Range 13, East of the Third Principal Meridian, (except the south 115 feet of the north 148 feet of the east 58 feet of the west 91 feet thereof) in Cook County, Illinois.

Property of Cook County Clerk's Office

 TAPIA
47099513
FIRST AMERICAN ELS
MODIFICATION AGREEMENT


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