

# UNOFFICIAL COPY

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") is entered into this 18TH day of JUNE, 2013 between MERCEDES M. MORENO AND VICTOR G. MORENO, HER HUSBAND AND LUPE M. PEREZ, DIVORCED AND NOT SINCE REMARRIED (the "Borrower(s)") with an address of:

850 DES PLAINES AVE. UNIT#508 FOREST PARK, IL. 60130-2089 and United Credit Union, (the "Lender"), whose address is 4444 S. Pulaski Road, Chicago, Illinois 60632-4011. Borrower and Lender shall collectively be referred to herein as "parties". This Agreement amends and supplements, the Trust Deed defined hereinafter and the Note, defined hereinafter bearing the same date as the Trust Deed, which covers real and personal property and defined as (the "Property"), located at:

850 DES PLAINES AVE. UNIT#508 FOREST PARK, IL. 60130-2089  
Permanent Real Estate Tax Index Number:  
15-13-303-033-1043

and further legally described as follows: SEE EXHIBIT "A" ATTACHED



Doc#: 1319912148 Fee: \$44.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/18/2013 01:42 PM Pg: 1 of 4

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (not withstanding anything to the contrary contained in the Note and Trust Deed):

- Borrower(s) executed and delivered to Lender a Note dated AUGUST 18, 2004 in the principal sum of FIFTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100 U.S. \$57,500.00. The Note was secured by a Trust Deed to Chicago Title Land Trust Company identified by document number 821900 and recorded as document number 0424033095 ("Trust Deed") of even date with the Note, and cover certain improved property as described above.
- As of JUNE 18, 2013 the outstanding unpaid Principal Balance payable under the Note and Trust Deed is FORTY-NINE THOUSAND ONE HUNDRED FORTY-ONE DOLLARS AND 89/100. \$ which consists of the amount loaned to the Borrower(s) by the Lender and any interest capitalized to date.  
\$49,141.89
- The Lender, at the Borrower's request, has agreed to the following loan amendment of the terms of the Note and Trust Deed, effective as of JUNE 18, 2013
  - The Interest rate of the Note will be 3.275% per annum commencing the date written above, and will be disclosed on the payment due date on JULY 4, 2013
  - The Loan Modification Agreement requires the Borrowers to make 255 payments of TWO HUNDRED AND SIXTY-SEVEN DOLLARS AND 74/100 U.S. \$ 267.74 and a final payment on SEPTEMBER 4, 2034 of TWO HUNDRED SIXTY-SEVEN DOLLARS AND 65/100 DOLLARS, U.S. \$ 267.65

PRE-BILLED TO RELEASE DEPARTMENT

The Loan Modification Agreement may only be amended in writing and signed by both the Lender and the Borrower(s). The covenants contained in this Agreement shall bind the Borrower's and Borrower's successors and assigns, and all subsequent owners, encumbrances, tenants, and sub-tenants of the mortgaged property, and shall inure to the benefit of the Lender, the personal representatives, successors and assign of the Lender, and all subsequent holders of the Trust Deed.

Prepared by and Mail to:  
United Credit Union  
Attn: Jim O'Farrell  
4444 S. Pulaski Road  
Chicago, IL. 60632

WITNESS our hands and seals on the day above first written:

BORROWER(S)

Lupe M. Perez P.O.A.  
MERCEDES M. MORENO  
Lupe M. Perez  
LUPE M. PEREZ

LENDER

United Credit Union

By Gary M. Peck

Print Name GARY M. PECK

BOX 334 CT

SCNT

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(INDIVIDUAL)

State of Illinois

County of Cook

I, the undersigned, a Notary Public and for the said County and State, certify that **MERCEDES M. MORENO AND VICTOR G. MORENO, HER HUSBAND** AND **LUPE M. PEREZ, DIVORCED AND NOT SINCE REMARRIED** personally known to me to be same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that they signed and delivered the instrument as their free and voluntary act, for the uses therein set forth above.

Given under my hand and official seal, this 27TH day of JUNE, 2013 and

My Commission expires on: June 2, 2015

Michael D. Capizzi  
Notary Public



State of Illinois

County of Cook

I, the undersigned, a Notary Public and for the said County and State, certify that **GARY M PECK** are personally known to me to be same person whose name is subscribed to the foregoing instrument, acting as an officer of United Credit Union appeared before me this day in person, and acknowledge that they signed and delivered the instrument on behalf of United Credit Union, for the uses therein set forth above.

Given under my hand and official seal, this 27TH day of JUNE, 2013 and

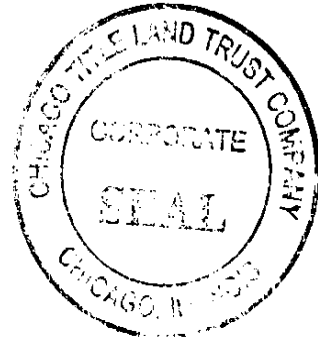
My Commission expires on: June 2, 2015

Michael D. Capizzi  
Notary Public

# UNOFFICIAL COPY

Consented to by Chicago Title Land Trust Company, as Trustee under  
Trust Deed recorded as Document number 0424033095

Dated: July 15, 2013



*[Handwritten Signature]*  
Assistant Vice President

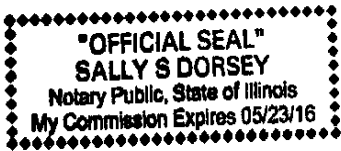
IN WITNESS WHEREOF, as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate Seal to be hereto affixed.

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 the above named Assistant Vice President of CHICAGO TITLE LAND TRUST COMPANY, personally known to me to be the same person whose name is subscribed to the foregoing Instrument as such Assistant Vice President appeared before me this day in person and acknowledged that he/she signed and delivered the said Instrument as his/her own free and voluntary act and as the free and voluntary act of the Company; and the said Assistant Vice President then and there caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of the Company.

Given under my hand and notarial seal this

DATE July 15, 2013



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

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## EXHIBIT 'A'

UNIT 506 IN YORKSHIRE CONDOMINIUM, AS DELINEATED ON THE SURVEY OF PART OF BLOCK 5 IN DUNLOP'S ADDITION TO OAK PARK IN THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 22678444: AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION IN COOK COUNTY, ILLINOIS.

**ADDRESS OF PROPERTY:** 850 DES PLAINES AVE. UNIT # 506  
FOREST PARK, IL. 60130-2069

**PERMANENT INDEX NO:** 15-13-303-033-1043