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Doc#: 1403126030 Fee: \$42.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 01/31/2014 11:25 AM Pg: 1 of 3

(SPACE ABOVE THIS LINE FOR RECORDING DATA)

Document prepared by & when recorded return to: CENTRAL FEDERAL SAYINGS & LOAN ASSN. 5953 W. CERMAK ROAD, CICERO, IL 60804

227287

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ('Agreement"), made this 23rd day of December 2013 between Arturo Gonzalez & M. Martha Gonzalez ("Borrower") and Central Federal Savings and Loan Association ("Lender"), amends and supplyments (1) the Mortgage dated November 14, 2008 and recorded with the Cook County Recorder of Deeds as document 0833846016 on December 03, 2008 and (2) the Loan Modification Agreement dated October 02, 2009 and recorded with the Cook County Recorder of Deeds as document 0929212222 on October 19, 2009 and (3) the Note bearing the same date as, and secured by, the Mortgage, which covers the real property described and set forth as follows:

Lot 28 in Block 5 in Shont's and Drake's Addition to Chicago, being a Subdivision of the Northeast ¼ of Section 28 and of Blocks 5 and 6, in Morton Park, a Subdivision in the Northeast ¼ of said Section 28, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Ilinois.

Permanent Index Number: 16-28-210-016-0000

Which has the common address of: 2311 S. 49th Avenue, Cicero IL 60804 (the "Property")

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:

Change in loan term from a balloon to a fixed rate.

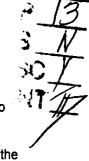
Reduction in amortization period from a 40 year amortization to a 20 year amortization.

Extension of Maturity Date to December 1, 2033.

Reduction of interest rate.

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):

- As of <u>December 23, 2013</u>, the amount payable under the Note and the Mortgage (the "Unpaid Principal Balance") is \$327,465.93 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 4.875% beginning December 1, 2013. Borrower promises to pay



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the new monthly payment of principal and interest of \$2,138.58 commencing on January 1, 2014 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 December 1, 2033(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 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 navment 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:
 - (a) 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.
 - All covenants, agreements, stipulations, and conditions in the Note and Mortgage 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 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 under 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 counterclaim, 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 Note and Mortgage.
 - (e) 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 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>Five hundred and no/100 (\$500.00)</u> for fees and expenses incurred by Lender in connection with this Agreement.
 - (h) Borrower agrees to pay an appraisal fee of <u>One thousand and no/100</u>
 <u>Dollars (\$1,000.00)</u> in connection with this Agreement.

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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):	Witnesses:
Arturo Gonzaler (Seal)	Mairela Conaes
M. Martha Sonzalez (Seal)	1900 m
STATE OF ILLINOIS) COUNTY OF COOK) SS	
I, the undersigned a Notary Public, in and for the CCERTIFY that Arture Genzalez & M. Martha Genzalez on whose name is subscribed to the foregoing person and severally acknowledged that they signed free and voluntary act for the uses and purposes the	alez, personally known to me to be the same instrument, appeared before me this day in a day in their ment as their
Given under my hand and official seal the a	23rd day of <u>December, 2013</u>
My Commission Expires: 2-6-17	DON'M. Kuco NOTARY PUBLIC
Lender:	"OFFICIAL SEAL" DIANE M KUCA Notary Public, State of Illinois
Central Federal Savings and Loan Association	My Commission Expires 02/06/2017
By: Gary Nation	By: New Christensen Neil Christensen
ts: President	Its: Vice President/Chi i Lending Officer
STATE OF ILLINOIS) COUNTY OF COOK) SS	
, the undersigned, a Notary Public, in and for the C CERTIFY that <u>Gary Nation and Neil Christensen</u> , pe Vice President/Chief Lending Officer of Central Fed	ersonally known to me to be the President and

under the laws 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 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 <u>23rd</u> day of <u>December</u>, 2013.

My Commission Expires: $\partial -(e-1)$

Borrower(s):

"OFFICIAL SEAL" DIANE M KUCA Notary Public, State of Illinois My Commission Expires 02/06/2017