

UNOFFICIAL COPY



Doc#: 1409735084 Fee: \$42.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/07/2014 01:26 PM Pg: 1 of 3

Property

(SPACE ABOVE THIS LINE FOR RECORDING DATA)

21 936 1

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

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 4th day of March, 2014 between Francisco Nunez a/k/a Francisco H. Nunez and Manuela Nunez ("Borrower") and Central Federal Savings and Loan Association ("Lender"), amends and supplements (1) the Mortgage dated August 14, 2003 and recorded with the Cook County Recorder of Deeds as document 0327233282 on September 29, 2003 and (2) the Loan Modification Agreement dated September 12, 2009 and recorded with the Cook County Recorder of Deeds as document 0926504053 on September 22, 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:

The South 33 Feet of the North 66 Feet of Lot 4 in Block 7 in Mandel and Hyman's Subdivision of the East 1/2 of the Southwest 1/4 of Section 20, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 16-20-314-035-0000

Which has the common address of: 1832 S. 60th Ct., 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:

Extension of Maturity Date to February 1, 2029 and conversion from balloon loan to a fixed rate with a 15 year amortization.

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 March 4, 2014, the amount payable under the Note and the Mortgage (the "Unpaid Principal Balance") is \$90,068.40 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 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 5.375% beginning February 1, 2014. Borrower promises to pay the new monthly payment of principal and interest of \$729.97 commencing on March 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 February 1, 2029 (the "Maturity Date"), Borrower still owes amounts under the Note and

C.F.I./CY

A00/21949
1000

S Y
P 3
S N
SC Y
INT

333-07

UNOFFICIAL COPY

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 payment 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.
 - (b) 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 Five hundred and no/100 (\$500.00) for fees and expenses incurred by Lender in connection with this Agreement.
 - (h) Borrower agrees to pay an appraisal fee of Five Hundred Fifty and no/100 Dollars (\$550.00) in connection with this Agreement.

UNOFFICIAL COPY

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):

Francisco Nunez
Francisco Nunez (Seal)
Francisco Nunez a/k/a Francisco H. Nunez
Manuela Nunez (Seal)
Manuela Nunez

Witnesses:

Carl
Lupe Mendez

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 Francisco Nunez a/k/a Francisco H. Nunez & Manuela Nunez, 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 they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal the 4th day of March, 2014

My Commission Expires 10/24/2014

Maricela Torres
NOTARY PUBLIC

Lender:

Central Federal Savings and Loan Association



By: *Gary Nation*
Gary Nation
Its: President

By: *Neil Christensen*
Neil Christensen
Its: Vice President / Chief Lending Officer

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 Gary Nation and Neil Christensen, personally known to me to be the President and Vice President/Chief Lending Officer of Central Federal Savings and Loan Association existing 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 4th day of March, 2014.

My Commission Expires: 10/26/2014

Maricela Torres
NOTARY PUBLIC

