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Doc#: 1514655066 fee: \$66.00
Date: 05/26/2015 09:03 AM Pg: 1 of 10
Cook County Recorder of Deeds
*RHSP:\$9.00 RPRF:\$1.00 FEES Applied

Prepared By:

Kathie Himic
1000 Technology Dr.
O'Fallon, MO 63368

After Recording Return To:

Timios, Inc.
5716 Corsa Ave, Ste 102
Westlake Village, CA 91362

R#1074704 — *PN*

APN: 09G510688 — *09151010241208*

R#1117426

(Space above reserved for recorder of deeds certification)

Title of Document: Loan Modification Agreement
Date of Document: April 11, 2014
Grantor(s): David C Halek AND Elizabeth A Pulido
Grantee(s): CitiMortgage Inc.

Legal Description:

THE FOLLOWING DESCRIBED REAL ESTATE IN COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT:

UNIT 604 IN BAY COLONY ESTATES NO. 2 CONDOMINIUM IN THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ACCORDING TO THE DECLARATION OF CONDOMINIUM FILED AS DOCUMENT LR2783627, AND AS FURTHER AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS.

BEING THE SAME PROPERTY CONVEYED TO DAVID C. HALEK BY DEED FROM BURNADEAN PARTON AS TRUSTEE UNDER TRUST AGREEMENT DATED THE 21ST DAY OF JANUARY, 1994 AND KNOWN AS TRUST NUMBER ONE, RECORDED 06/01/2001 IN DEED 0010467046, IN THE OFFICE OF THE RECORDER OF DEEDS FOR COOK, ILLINOIS.

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APN # 09151010241208

PLEASE RETURN TO:

Continental Real Estate Services
9362 Dielman Industrial Drive
St. Louis, MO 63132

Prepared by: Shagufta Shaikh
Office: CitiMortgage, Inc.
1000 Technology Drive
O'Fallon, MO 63368

Loan # 7468563

Original Principal Amount: \$ 118,650.00**Unpaid Principal Amount:** \$ 90,434.35**New Principal Amount:** \$ 87,390.77**New Money (Cap):** \$ 0.00

R#1117426

LOAN MODIFICATION AGREEMENT

(PROVIDING FOR FIXED INTEREST RATE/CAPITALIZATION)

This Loan Modification Agreement ("Agreement"), made APRIL 11, 2014, between DAVID C HALEK, MARRIED TO ELIZABETH A PULIDO ("Borrower") residing at 9350 BAY COLONY DR 2E, DES PLAINES, IL 60016-3778, and CitiMortgage, Inc. ("Lender"), If Applicable: follow with successor by reason of merger with ABN AMRO Mortgage Group, Inc. and amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") dated 05/24/01 and recorded on 06/01/01, Document number 10467047, Book number na, Page na in the Official Records of COOK Illinois, 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 9350 BAY COLONY 2E, DES PLAINES IL, 60016 the real property described as being set forth as follows:

(SEE ATTACHED LEGAL DESCRIPTION)

1. As of 09/02/14, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 90,484.35. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses in the total amount of \$ 0.00, have been added to the indebtedness under the terms of the Note and Security Instrument and the loan re-amortized over 360 months. When payments resume on 09/01/14, the New Unpaid Principal Balance will be \$ 87,390.77 ("New Unpaid Principal Balance").

2. The Borrower promises to pay the New Unpaid Principal Balance, plus Interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.625 % effective

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08/01/14 (the "Interest Change Date"). The Borrower promises to make monthly payments of principal and interest of U.S. \$ 449.31 (which does not include and amounts required for Insurance and/or Taxes) beginning on 09/01/14 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full.

If on 08/01/44 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay those amounts in full on the Maturity Date. All other terms stated in the Note remain the same.

3. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower 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 the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay these sums prior to the expiration period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

4. That, as of the Modification Effective date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.

5. The Borrower also will comply with all the other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all the payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make the under 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; and,

(b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, or part of, the Note and Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

6. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by and comply with, all of the terms and provisions thereof, as amended by this Agreement.

7. It is mutually agreed that the Security Instrument shall constitute a first lien upon the premise and that neither the obligation evidencing the aforesaid indebtedness nor the Security Instrument shall in any way be prejudiced by this Agreement, but said obligation and Security Instrument and all the covenants and agreements thereof and the rights of the parties there under shall remain in full force and effect except as herein expressly modified.

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8. Notwithstanding the foregoing, to the extent personal liability has been discharged in bankruptcy with respect to any amount payable under the Note, as modified herein, nothing contained herein shall be construed to impose personal liability to repay any such obligation where any obligations have been so discharged. If any bankruptcy proceeding is pending or completed during a time period related to entering this Agreement, I understand that I enter this Agreement voluntarily and that this Agreement, or actions taken by the Lender in relation to this Agreement, does not constitute a demand for payment or any attempt to collect any such obligation.

9. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that a corrected Agreement or a letter Agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrected documentation, the terms of the original Note and Security Instrument shall continue in full force and effect, such terms will not be modified by this Agreement.

☐ MERS LOAN. If this box is checked, the loan evidenced by the Note and secured by the Security Instrument was assigned to or the Security Instrument was prepared in the name of Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address of 1901 E Voorhees Street Suite C, Danville, IL 61834 or P.O. Box 2026, Flint, MI 48501-2026, and telephone number of (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage loan.

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EXECUTED effective as of the day and year first above written.

ACCEPTED AND AGREED TO BY -

CitiMortgage, Inc. Successor by Merger to

ABN AMRO Mortgage Group, Inc.

By Tamara L. Dobbs

Tamara L. Dobbs
Document Control Officer
CitiMortgage, Inc.

2/10/13

Date

David C Halek

DAVID C HALEK

10.6.2014

Date

Elizabeth A Pulido

ELIZABETH A PULIDO

Non-Borrower Spouse, I acknowledge Agreement but do not assume any personal liability on the Note.

10.6.2014

Date

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State of Missouri)
)
County of St Charles)

On February 10, 2015, before me appeared Tamara L Dobbs, to me personally known, being duly sworn or affirmed did say that she is a Document Control Officer Of CitiMortgage, Inc., and that said instrument was signed on behalf of said corporation, by authority of its Board of Directors, Tamara L Dobbs acknowledged said instrument to be the free act and deed of said corporation, and that such individual made such appearance before the undersigned in the City of O'Fallon, State of Missouri.


Notary Public

JENNIFER J. ZOLPER
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: August 29, 2017
Commission Number: 13521417

Proposed of Cook County Clerk's Office

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[Space Below This Line For Acknowledgments]

INDIVIDUAL ACKNOWLEDGEMENT

State of Illinois
County of COOK

On this 06th day of October, in the year 2014, before me, the undersigned, personally appeared, DAVID C HALEK personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within Instrument and acknowledged to me that HE/SHE/THEY executed the same in HIS/HER/THEIR capacity(ies), and that by HIS/HER/THEIR signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

Notary Public [Signature]

My Commission Expires: 05/10/2017



State of Illinois
County of COOK

On this 06th day of October, in the year 2014, before me, the undersigned, personally appeared, ELIZABETH A PULIDO personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within Instrument and acknowledged to me that HE/SHE/THEY executed the same in HIS/HER/THEIR capacity(ies), and that by HIS/HER/THEIR signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

Notary Public [Signature]

My Commission Expires: 05/10/2017



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MODIFICATION BANKRUPTCY DISCLOSURE RIDER

THIS MODIFICATION BANKRUPTCY DISCLOSURE RIDER, effective 08/01/14, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by DAVID C HALEK, ELIZABETH A PULIDO (the "Borrower") and CITIMORTGAGE, INC. (the "Lender") covering the Property described in the Loan Modification Agreement located at 9350 BAY COLONY 2E, DES PLAINES, IL 60016.

CitiMortgage Loan # 7468563

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrowers and Lender covenant and agree as follows:

Borrower represents that Borrower was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Note and Security Instrument. Borrower and Lender acknowledge and agree that the Loan Modification Agreement does not affect the discharge of the Borrower's personal liability on the debt.

10. 6. 2014

Date

David C Halek
DAVID C HALEK

10-6-2014

Date

Elizabeth A Pulido
ELIZABETH A PULIDO

CITIMORTGAGE, INC.

2/10/15
Date

By: Tamara L Dobbs

Tamara L Dobbs
Document Control Officer
CitiMortgage, Inc.

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Certificate of Preparation

Prepared by: Jessica Shepherd
CitiMortgage, Inc.
1000 Technology Drive (M.S. 321)
O'Fallon, MO 63368-2240
1-866-272-4749

Acct # 0007468563

This is to certify that this INSTRUMENT was prepared by CITIMORTGAGE Inc., one of the parties name in the instrument.



Preparer Signatures

Jessica Shepherd

Assistant Vice President

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EXHIBIT "A"

Legal Description:

THE FOLLOWING DESCRIBED REAL ESTATE IN COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT:

UNIT 604 IN BAY COLONY ESTATES NO. 2 CONDOMINIUM IN THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ACCORDING TO THE DECLARATION OF CONDOMINIUM FILED AS DOCUMENT LR2783627, AND AS FURTHER AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS.

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