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Doc#: 1514613003 Fee: \$42.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 05/26/2015 08:05 AM Pg: 1 of 3

(SPACE ABOVE THIS LINE FOR RECORDING DATA)

Document prepared by & when recorded return to: CENTRAL FEDERAL 3/v*NGS & LOAN ASSN. 5953 W. CERMAK ROAD CICERO, IL 60804

227600

LOAN MODIFICATION AGREEMENT

THIS LOAN MODIFICATION AGREEMENT IS SUBJECT TO AND CONTINGENT UPON THE APPROVAL OF THE UNITED STATES DANKRUPTCY COURT.

THIS LOAN MODIFICATION IS VOID IF NOT ACCEPTED AND SIGNED BY BOTH BORROWERS ON OR BEFORE APRIL 17, 2015. May 11, 201

This Loan Modification Agreement ("Agreement,"), made this _______ day of <u>April 2015</u> between <u>Rosa M. Aguilar & Roberto Soto</u> ("Borrower") and Central Federal Savings and Loan Association ("Lender"), amends and supplements (1) the Mortgage dated <u>March 13, 2009</u> and recorded with the Dupage County Recorder of Deeds as document <u>R2009-043122</u> or <u>Warch 25, 2009</u> and (2) the Loan Modification Agreement dated March 30, 2012and recorded with the Dupage County Recorder of Deeds as document <u>R2012-046568</u> on <u>April 10, 2012</u> and (3) the Note bearing to e same date as, and secured by, the Mortgage, which covers the real property described and set forth as fullows:

Lot 20 in Green Meadow Unit #2 being a Subdivision in the East ½ of the South vest ¼ of Section 21, Township 40 North, Range 11 East of the Third Principal Meridian according to the Plat thereof recorded May 22, 1958 as Document 880783 in Dupage County, Illinois.

Parcel Tax Identification Number: 03-21-308-014

Which has the common address of 636 Valerie Lane, Addison IL 60101 (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 current TDR terms for 1 year.

At the end of the 1 year period, the interest rate will revert back to the original note terms of 5.500% and the principal & interest payment will adjust based upon the then remaining principal balance and term to maturity.

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):

CCRD REVIEWER_

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- 1. As of ______, the amount payable under the Note and the Mortgage (the "Unpaid Principal Balance") is \$137,933.58,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 5.125% beginning March 1, 2015. Borrower promises to pay the modified monthly payment of principal and interest of \$778.62 commencing on April 1, 2015and shall continue the monthly payments thereafter on the same day of each succeeding month for the next 12 months. Interest will be charged on the Unpaid Principal Balance at the annual rate of 5.500% beginning March 1, 2016. Effective with the payment 1, 2016, the Borrower promises to pay a new monthly payment of principal and interest of \$1,734.85 for the remainder of the loan term. If on April 1, 2024 (the "Maturity Data") 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 at chipayments 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 irrutation, Borrower's covenants and agreements to make all payments of taxes, insurance premiurus, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Mortgage.
- 5. Borrower understands and agrees that:

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- (a) No further modifications to the subject loan will be granted by the Lender.
- (b) 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 here it 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.
- (d) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Mortgage.
- (e) 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.
- (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.

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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:
Rosa M. Aguilar (Seal)	Carol Incke
Roberto So (Seal)	Malla
STATE OF ILLINOIS) COUNTY OF COOK) SS	
I, the undersigned, a Notery Public, in and for the Count that Rosa M. Aguilar and Roberto Soto, personally know subscribed to the foregoing instrument, appeared before acknowledged that they signed at disclivered the said in uses and purposes therein set forth.	n to me to be the same person whose name is me this day in person and severally
Given under my hand and official seal the	_day of April 2015 May 11, 2015
My Commission Expires/0/24/248	Mainela Jonnes
Lender:	MARICELA TORRES Notary Public, State of Illinois
Central Federal Savings and Loan Association	My Commission Expires 10/26/2018
By: Sary Nation Gary Nation	By: Neil Christensen Its: Senior Vice President/CLO
Its: President	Its: Senior Vice President/CLO
STATE OF ILLINOIS) COUNTY OF COOK) SS	0,55
I, the undersigned, a Notary Public, in and for the Count that <u>Gary Nation and Neil Christensen</u> , personally know President/CLO of Central Federal Savings and Loan As States of America, who is personally known to me to be the foregoing instrument, appeared before me this day i such signed and delivered the said instrument pursuant deed of said Association, for the uses and purposes the	n to me to be the President and the SchiorVice sociation existing under the laws of the United the same person whose name is subscribed to n person and severally acknowledged that as to authority, as his free and voluntary act and
Given under my hand and official seal the	day of
My Commission Expires: 10 26 208	MAUNICU YOMUS) NOTARY PUBLIC
	"OFFICIAL SEAL" MARICELA TORRES Notary Public, State of Illinois My Commission Expires 10/26/2018