

# UNOFFICIAL COPY

Doc#: 1527547083 Fee: \$58.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/02/2015 10:04 AM Pg: 1 of 6

PREPARED BY AND RETURN TO:  
ASTORIA BANK  
211 STATION ROAD, 6th FLOOR  
MINEOLA, NY 11501  
ATTN: POST CLOSING

P.I.N. 17-06-216-147-1003

(Space Above this Line for Recording Data)

CT 58335

Loan# 770199925

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made as of the 1st day of October, 2015 between TONY TAGLIA A/K/A ANTHONY R TAGLIA \*("Borrower") whose address is 1318 N WOLCOTT AVENUE UNIT 3, CH CAGO, IL 60622 and ASTORIA BANK f/k/a Astoria Federal Savings and Loan Association ("Lender"), whose address is 211 STATION ROAD, 6th FLOOR, MINEOLA, NY 11501 amends and supplements (1) the Mortgage or Deed of Trust (the "Security Instrument") as more fully described in the attached Schedule of Mortgages, and (2) the Note secured by the Security Instrument which covers the real and personal property described in the Security Instrument and defined herein as the "Property", located at:

\*ANTHONY R TAGLIA TRUSTEE OF THE ANTHONY R TAGLIA TRUST DATED AUGUST 27, 2014

1318 N WOLCOTT AVENUE UNIT 3, CHICAGO, IL 60622

(Property Address)

the real property described being set forth more fully in the legal description attached hereto.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of October 01, 2015 the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 288,796.43 consisting of the unpaid amount(s) loaned to the Borrower by the Lender.

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## CURRENT OWNER SEARCH

Order Number: 3689137VT

### Mortgages/Deeds of Trust – Schedule B

Description: Mortgage  
Lender/Beneficiary: Astoria Federal Mortgage Corp.  
Mortgagor: Tony Taglia  
Original Principal Amount: \$435,760.00      Open Ended: No  
Executed Date: 4/9/2007      Recorded Date: 4/24/2007  
Instrument No.: 01711457065

Description: Assignment  
Assigned To: Astoria Federal Savings & Loan Assoc.  
Assignment Date: 4/2/2012  
Assignment Recorded: 4/17/2012  
Instrument No.: 1210819037

Description: Modification  
Recorded: 4/17/2012  
Instrument No.: 1210819038

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## CURRENT OWNER SEARCH

Order Number: 3689137VT

### Legal Description

All that certain lot or parcel of land situate in the County of Cook and State of IL and being more completely described as follows:

Unit 3 together with its undivided percentage interest in the common elements in 1318 North Wolcott Avenue Condominium as delineated and defined in the Declaration recorded as Document number 0710115056 in the Northeast Quarter of Section 6 Township 39 North, Range 14 East of the third principal meridian, in Cook County, Illinois.

Commonly known as 1318 N. Wolcott, Unit 3, Chicago, IL 60622

Parcel ID Number: 17-06-216-147-1003

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**LANDSTAR**  
TITLE AGENCY INC.

All information contained herein is deemed reliable but not guaranteed  
\*\*\*\*\*Please retain this document as your original copy\*\*\*\*\*

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2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.125%, from October 01, 2015 until principal and interest and all other sums due to Lender are paid in full. Borrower promises to make monthly payments of principal and interest of U.S. \$2,011.78, beginning on November 01, 2015, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on October 01, 2030, Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. No future rate or payment adjustments as set forth in the Adjustable Rate Note and Adjustable Rate Rider shall take place.
3. The Borrower will make such payments at 1 Corporate Drive, Suite 360, Lake Zurich, IL 60047 or at such other place as the Lender may require.
4. 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 this 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 this Security Instrument. If the Borrower fails to pay these sums prior the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

Any default under any of the terms of this Loan Modification Agreement shall be considered a default under the terms of the Note and Security Instrument and shall entitle Lender to any of the remedies thereunder, including the option to accelerate the principal balance due and increase the interest rate in event of default, if any.

5. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.
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. The Borrower does hereby affirm and ratify the extent and validity of the Note, Security Instrument, and other Loan Documents which shall remain in full force and effect as of the date hereof except as modified hereby. Borrower does hereby represent, warrant and confirm that there are no defenses, setoffs, rights, claims or causes of action of any nature whatsoever which Borrower has or may assert against Lender with respect to the Note, Security Instrument or other Loan Documents or the indebtedness secured thereby.

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\_\_\_\_\_(Borrower)

TONY TAGLIA a/k/a ANTHONY R. TAGLIA

\_\_\_\_\_(Borrower)

ANTHONY R TAGLIA Trustee of the ANTHONY R. TAGLIA TRUST  
dated August 27, 2014

\_\_\_\_\_(Borrower)

\_\_\_\_\_(Borrower)

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### INDIVIDUAL

STATE OF: ILLINOIS )

COUNTY OF: COOK )

On this 31<sup>st</sup> day of August, 2015 before me, the undersigned, personally appeared TONY TAGLIA A/K/A ANTHONY R TAGLIA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s), whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity and that by their signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.



\_\_\_\_\_(Notary)

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9/14/15  
Date

[Signature] (Lender)  
Gregory Hong, Vice President  
ASTORIA BANK

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(Corporate Seal)

[Space Below This Line For Acknowledgements]

### CORPORATE

STATE OF NEW YORK)  
:ss.:  
COUNTY OF NASSAU )

On this 14<sup>th</sup> day of September, 2015, before me, the undersigned, personally appeared GREGORY HONG, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

[Signature: Diana M. Cusenza]

Loan Origination Organization: ASTORIA BANK  
NMLS ID 411768  
Loan Originator: ADELE POLDRUGO  
NMLS ID 488792

DIANA M CUSENZA  
Notary Public, State of New York  
No. 01CU5079958  
Qualified in Kings County  
Commission Expires June 9, 2019