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Doc#: 1533508051 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/01/2015 10:31 AM Pg: 1 of 6

After Recording Return to:

Wilmington Trust, N.A.
Sophie B. Pendolino
Assistant Vice President
Document Custodian
693 Seneca St., 4th Floor
Buffalo, NY 14210

Loan Number: 0091743070
MIN:

MPG-1500201 [Space Above This Line For Recording Data] FPC-1502154

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED.
LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective **September 28, 2015**, between **MANUEL CUBA and ELSA CUBA** ("Borrower") and **Bayview Loan Servicing, LLC** ("Servicer"), and amends and supplements (1) the Note (the "Note") made by the Borrower, dated 05/14/2007, in the original principal sum of U.S. **\$413,000.00**, and (2) the Mortgage (the "Security Instrument"), FILED AND RECORDED ON 05/23/2007, IN COOK COUNTY, IL. DOC# 0714360060, PG 1 OF 19. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at **2334 WESTES AVE CHICAGO, IL 60645**. That real property is described as follows: **LOT 160 IN THE RESUBDIVISION OF LOT 95 IN MCGUIRE AND ORR'S RIDGE BOULEVARD ADDITION TO ROGERS PARK IN THE NORTHWEST ¼ OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and the Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security

1. The Borrower represents that the Borrower is, is not, the occupant of the property.
2. The Borrower acknowledges that interest has accrued but 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 **\$138,812.08**, have been added to the indebtedness under the terms of the Note and Security Instrument. As of **September 28, 2015**, the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$530,672.16**.
3. **\$152,672.16** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is **\$378,000.00**. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of **4.000%** from **09/01/2015** and Borrower promises to pay to the order of

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Lender monthly payments of principal and interest of U.S. **\$1,579.81**, beginning on **10/01/2015**, and will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full. The Borrower will make such payments at M&T Bank 1800 Washington Blvd., 8th Floor Baltimore, MD 21230 or at such other place as the Lender may require. If on **09/01/2055** (the "Maturity Date"), 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. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date **09/01/2055**.

4. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and 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.
5. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
6. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification.
 - 1-4 Family Rider — Assignment of Rents
 - Modification Due on Transfer Rider
 - Bankruptcy Rider
 - Other rider
7. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.

In Witness Whereof, Lender and Borrower have executed this Agreement.

Borrower:

By: Manuel Cuba Date: 10/03/2015
 MANUEL CUBA (Borrower)

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By:  Date: 10-03-2015
ELSA CUBA (Borrower)

Non-Obligor:

Non-Obligor Owner or Non-Obligor Spouse (signing solely in connection with any interest held in the Property, as defined above): _____
("Non-Obligor"), residing at: _____

By: _____ Date: _____
Print Non-Obligor Name

Servicer:

By:  Date: 11-4-15
Vice President, Bayview Loan Servicing, LLC

Licensed Loan Originator: Nasi Daneshmayeh
MLO License Number: 842206
Direct: 877-650-0140 Ext. 7507
Fax: 877-360-9593

Jose M. Gonzalez
Assistant Vice President

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NOTARY ACKNOWLEDGEMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On October 3, 2015, before me, Maria M. Garcia a notary public for and within the said county, personally appeared, **MANUEL CUBA and ELSA CUBA**, as the Borrower(s), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) on the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal this the 3rd day of October, 2015.

[Official Notary Seal]



By: Maria M. Garcia
 Notary Public Maria M. Garcia
 My Commission Expires: January 28, 2019

Notary Information

(To Be Completed by Notary Acknowledging Transaction Documents)

Notary's Full Name (as it appears on official Notary Stamp/Seal):

Maria M. Garcia

Notary Contact: Primary Phone: (708) 650-9900

Cell Phone: (630) 854-5908

E-mail: MARIAG@DKOFFICES.COM

Notary License Information:

County and State in which notary is licensed: Cook, IL

License/Commission Number: 814524

Expiration Date: January 28, 2019

Maria M. Garcia
 Signature

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Servicer:

Bayview Loan Servicing, LLC

By: _____



JOSE M. GONZALEZ, Assistant Vice President
(Type in Name of Signatory)

STATE OF FLORIDA):

COUNTY OF BROWARD):

On 11.4.15 [date], before me, LANA TAMKINS [insert name of Notary Public], a Notary Public for and within the said county, personally appeared, JOSE M. GONZALEZ [insert name of signatory], Assistant Vice President of Bayview Loan Servicing, LLC, who's address is 4425 Ponce De Leon Blvd., 5th Floor, Coral Gables, Florida 33146, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



LANA TAMKINS
MY COMMISSION # FF 897006 By:
EXPIRES: July 8, 2019
Bonded Thru Budget Notary Services



(Signature of person taking acknowledgment)

LANA TAMKINS
(Name typed, printed or stamped), Notary Public)

FF897006
(Serial/Commission number, if any)

July 8, 2019
(Commission Expiration Date)

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LEGAL DESCRIPTION

Lot 160 in the Resubdivision of Lot 95 in McGuire and Orr's Ridge Boulevard Addition to Rogers Park in the Northwest 1/4 of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office