

# UNOFFICIAL COPY

Doc#: 1629217037 Fee: \$56.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/18/2016 10:10 AM Pg: 1 of 5

**After Recording Return To:**  
RUTH RUHL, P.C.  
Attn: Recording Department  
12700 Park Central Drive, Suite 850  
Dallas, Texas 75251

**Prepared By:**  
RUTH RUHL, P.C.  
12700 Park Central Drive, Suite 850  
Dallas, TX 75251

Loan No.: 1426373658

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is made September 2nd, 2016, between Marie E Rapacz, an unmarried woman as her sole and separate property, whose address is 1021 S Western Ave Unit 4, Chicago, Illinois 60612

Illinois Housing Development Authority

("Borrower/Grantor") and

("Lender/Grantee"),

whose address is 1 Corporate Drive, Suite 360, Lake Zurich, Illinois 60047 and amends and supplements (1) the Note (the "Note") made by the Borrower, dated November 4th, 2005, in the original principal sum of U.S. \$ 269,200.00, and (2) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), recorded on November 28th, 2005, in Book/Liber N/A, Page N/A, Instrument No. 0533227064, Official Records of Cook County, Illinois. 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 1021 S Western Ave Unit 4, Chicago, Illinois 60612

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That real property is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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 Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower  is,  is not, the occupant of the Property.
2. 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 \$ 22,218.17 , have been added to the indebtedness under the terms of the Note and Security Instrument. As of August 1st, 2016 , 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. \$ 246,931.93
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.450 % , beginning August 1st, 2016 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,459.97 , beginning on the 1st day of September, 2016 and continuing thereafter on the same day of each succeeding month. If on December 1st, 2035 , (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments at 1 Corporate Drive, Suite 360, Lake Zurich, Illinois 60047

or at such place as the Lender may require.

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 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.

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[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

09/10/2016  
Date

*Marie E Rapacz* (Seal)  
Marie E Rapacz -Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
-Borrower

### BORROWER ACKNOWLEDGMENT

State of Illinois §  
County of Cook §

On this 10 day of September, 2016, before me,  
Kristopher D. Lewis, a Notary Public in and for said state,  
personally appeared Marie E Rapacz

known to me to be the person who executed the within instrument, and acknowledged to me that he/she/they executed the same for the purpose therein stated.



*Kristopher D. Lewis*  
Notary Signature  
Kristopher D. Lewis  
Type or Print Name of Notary

Notary Public, State of Illinois

My Commission Expires: 11/04/2017

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Loan No.: 1426373658

Illinois Housing Development Authority  
-Lender

9-29-2016  
-Date

By: *Audra Hamernik*  
Printed Name: **Audra Hamernik**  
Executive Director  
Its: \_\_\_\_\_

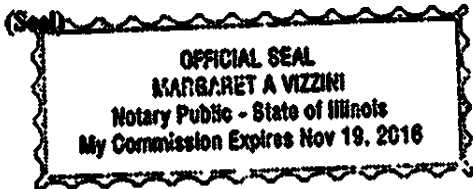
33

### LENDER ACKNOWLEDGMENT

State of ILLINOIS  
County of COOK

On this 29<sup>th</sup> day of SEPTEMBER, 2016, before me,  
MARGARET A. VIZZINI, Notary Public in and for said state,  
personally appeared Audra Hamernik, Executive Director  
of Illinois Housing Development Authority.

known to me to be the person who executed the within instrument on behalf of said entity, and acknowledged to me that he/she/they executed the same for the purpose therein stated.



*Margaret A. Vizzini*  
Notary Signature  
MARGARET A. VIZZINI  
Type or Print Name of Notary

Notary Public, State of ILLINOIS  
My Commission Expires: 11/19/16

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## EXHIBIT "A"

The following described REAL PROPERTY:

Parcel 1: Unit 1021-4 in Western-Taylor Condominium as delineated on the survey of the following described parcel of real estate:

Lots 24, 25 and 26 (except that part lying West of a line 50 feet East of and parallel with the West line of Section 18) in Wheeler's subdivision of Block 11 in Morris and others subdivision of the West half of the Southwest quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Which survey is attached as an exhibit to the Declaration of Condominium recorded September 26, 2005 as Document 0526910107, together with said units undivided percentage interest in the common elements.

Parcel 2:

The exclusive right to the use of Parking Space P-12, a limited common element, as set forth in the Declaration of Condominium recorded September 26, 2005 as Document 0526910107.

The Mortgagor also hereby Grants to the Mortgagee its successors and assigns, as rights and easements appurtenant to the described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium aforesaid.

This Mortgage is Subject to all rights, Easements, Covenants, Conditions, Restrictions and Reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

PARCEL NUMBER: 17-18-327-034-1016

P.L.N.: 17-18-327-001, 17-18-327-002, 17-18-327-003

PROPERTY ADDRESS: 1021 South Western Avenue Unit #4, Chicago, Cook, IL 60612-4417.

Property of Cook County Clerk's Office