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This instrument prepared by, and after recording, return to:
MERS – Mortgage Electronic Registration Systems, Inc.
Guaranteed Rate, Inc.
1 Corporate Drive, Suite 360
Lake Zurich, IL 60047-8924
Attention: Carolyn A. Borek
Phone: 1-866-397-7238, ext. 7676

Doc# 1630013043 Fee \$44.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/26/2016 03:11 PM PG: 1 OF 4

[Space above reserved for recording]

LOAN MODIFICATION AGREEMENT

Loan No. 1439070374
MIN: 100196399009845734
MERS Phone: 888-679-MERS
APN: 17-04-322-022-1061 and 17-04-322-022-1111

"Borrower", whether one or more:
Andrew H. Cubria
Kathryn N. Cubria

Mail Address:
940 N. Crosby St. Unit 940-C
Chicago, Illinois 60610

This **LOAN MODIFICATION AGREEMENT** ("Agreement"), dated as August 22, 2016, between the Borrower, **Guaranteed Rate, Inc.** ("Lender") and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee"), amends and supplements: (1) the MORTGAGE (the "Security Instrument"), dated May 6, 2016, and granted or assigned to Mortgage Electronic Registration Systems, Inc., as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026, and recorded May 13, 2016, in Document #: 1613418038 in the Office of Official Records of Cook County Illinois; and (2) the FIXED RATE NOTE (the "Note") bearing the same date as, and secured by, the Security Instrument, which Security Instrument covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 940 N. Crosby St. Unit 940-C, Chicago, Illinois 60610. See attached EXHIBIT A for the legal description of the Property.

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (not withstanding anything to the contrary contained in the Note or Security Instrument):

1. As of November 1, 2016, the principal amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is US \$356,354.48 consisting of the amount(s) loaned to the Borrower by the Lender, and any interest capitalized to date, and all principal reductions.

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2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.990%, from the date of disbursement of the proceeds of the Note. **The Borrower promises to make monthly payments of principal and interest of US \$1,709.15, beginning on November 1, 2016 and continuing monthly thereafter on the first day of each month until all amounts outstanding are paid in full.**

3. If on June 1, 2046 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Loan Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date. 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. The Borrower also will comply with all other 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 Agreement shall be understood or construed to be a satisfaction or release, in whole or in part, of the Note or 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.

BORROWER:

Andrew H. Cubria
Andrew H. Cubria

Kathryn N. Cubria
Kathryn N. Cubria

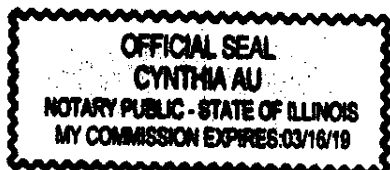
Borrower's Notarial Certificate of Acknowledgment:

STATE OF Illinois, COUNTY OF COOK, ss:

The foregoing instrument was acknowledged before me on this 31st day of August, 2016, by Andrew H. Cubria and Kathryn N. Cubria who is personally known to me or who has produced _____ as identification and who did take an oath.

My commission Expires: 03/16/19

[Signature]
Notary Public



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Mortgagee's Execution and Acknowledgment

LENDER: Guaranteed Rate, Inc.
MERS – Mortgage Electronic Registration Systems, Inc.

Attest:

By: *Iris Tredway*
Iris Tredway – Assistant Secretary

Lender's Notarial Certificate of Acknowledgment:

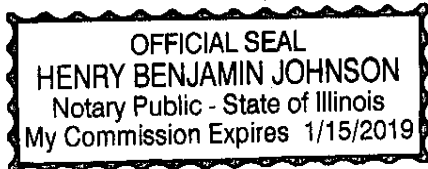
STATE OF IL)
)ss.
COUNTY OF Lake)

I, Henry Benjamin Johnson a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Iris Tredway, personally known to me to be Assistant Secretary of **MERS – Mortgage Electronic Registration Systems, Inc.**, as sole nominee for the beneficial owner, **Guaranteed Rate, Inc.**, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such Assistant Secretary.

GIVEN under my hand and Notarial Seal this 12 day of September, 2016.

(Impress official seal here)

Henry Benjamin Johnson
Notary Public



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Guaranteed Rate, Inc.
1 Corporate Drive, Suite 360
Lake Zurich, IL 60047-8924
Attention: Carolyn A. Borek
Phone: 1-866-397-7238, ext. 7676

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EXHIBIT A

Order No.: 16WSA025230NA

For APN/Parcel ID(s): 17-04-322-022-1061 and 17-04-322-022-1111

UNIT 940-C AND PARKING SPACE GU-31 IN THE RIVER VILLAGE TOWNHOMES SOUTH CONDOMINIUMS AS DELINEATED AND DEFINED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PARCEL 1: LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9 (EXCEPTING FROM SAID LOT 9, THE EASTERLY 10.00 FEET DEDICATED FOR ALLEY); THE NORTH 1/2 OF LOT 15, ALSO LOTS 16, 17, 18, 19, 20 AND 21 (EXCEPTING FROM SAID LOT 21, THE SOUTHERLY 20.00 FEET OF THE NORTHERLY 45.00 FEET DEDICATED FOR ALLEY); LOTS 22, 23 AND 24, ALSO ALL OF VACATED ALLEY, LYING EASTERLY OF LOTS 5 TO 8, (VACATED PURSUANT TO DOCUMENT RECORDED APRIL 27, 1927 ON BOOK 13299 PAGE 362 THROUGH 364), ALL IN BLOCK 94 IN ELSTON'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: ALL OF THE NORTHEASTERLY/SOUTHWESTERLY 20-FOOT PUBLIC ALLEY DEDICATED AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS MAY 3, 1917 AS DOCUMENT 6103152, BEING THE SOUTHEASTERLY 20.00 FEET OF THE NORTHWESTERLY 45.00 FEET OF LOT 21 IN BLOCK 94 OF ELSTON'S ADDITION TO CHICAGO IN SECTION 4 AND SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO ALL OF THE NORTHWESTERLY/SOUTHEASTERLY 20-FOOT VACATED ALLEY, (VACATED PURSUANT TO DOCUMENT NUMBER 18467184 RECORDED MAY 7, 1962), LYING NORTHEASTERLY OF AND ADJOINING THE NORTHEASTERLY LINE OF LOTS 1 TO 4, BOTH INCLUSIVE; LYING SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF LOTS 21 TO 24, BOTH INCLUSIVE, AND LYING NORTHWESTERLY OF AND ADJOINING A LINE DRAWN FROM THE SOUTHEASTERLY CORNER OF SAID LOT 21, ALL IN BLOCK 94 OF ELSTON'S ADDITION TO CHICAGO, AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THE SOUTH 1/2 OF LOT 15 IN BLOCK 94 IN ELSTON'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. AND ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0416839081.

PARCEL 4: THE EXCLUSIVE RIGHT TO USE STORAGE SPACE S-31, A LIMITED COMMON ELEMENT AS DELINEATED ON A SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0416839081.