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Doc#: 1704719113 Fee: \$70.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/16/2017 11:00 AM Pg: 1 of 12

RECORD & RETURN
IANNIELLO ANDERSON
ATTN: LOSS MIT
805 ROUTE 146
CLIFTON PARK, NY 12065

Instrument Prepared By:
Mark J. Churchill, Vice President
Bayview Loan Services, LLC
1415 W. Cypress Creek Drive
Ft. Lauderdale, FL 33309 Batch # 109

[Space Above This Line For Recording Data]

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 **January 27, 2016**, between **RAMON RODRIGUEZ** ("Borrower") and **Bayview Loan Servicing, LLC** ("Servicer"), and amends and supplements (1) the Note (the "Note") made by the Borrower, dated 09/29/2006, in the original principal sum of U.S. **\$172,000.00**, and (2) the Mortgage (the "Security Instrument"), FILED AND RECORDED IN COOK COUNTY IL DOC# 0628546076 10/12/06 PAGE 1 OF 21. 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 **16403 CRAIG DRIVE OAK FOREST, IL 60452 0000**. That real property is described as follows: SEE ATTACHED LEGAL DESCRIPTION.

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 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 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 **\$78,827.15**, have been added to the indebtedness under the terms of the Note and Security Instrument. As of **January 27, 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. **\$258,139.36**.
3. **\$77,400.00** 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 **\$180,739.36**. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of **2.000%** from **09/01/2015** and Borrower promises to pay to the order of

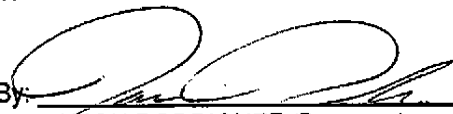
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Lender monthly payments of principal and interest of U.S. \$547.33, beginning on 10/01/2015, and will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full. The Borrower will make such 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:  Date: 2-2-16
 RAMON RODRIGUEZ (Borrower)

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Non-Obligor:

Non-Obligor Owner or Non-Obligor Spouse (signing solely in connection with any interest held in the Property, as defined above): 16403 Craig Dr Oak Forest IL, 60452
("Non-Obligor"), residing at: 6043 S Karlov Ave Chicago, IL 60629.

By: Maria D. Rodriguez Date: 2-2-16
Maria D. Rodriguez
Print Non-Obligor Name

Servicer:

Ernesto Inurzun

By: [Signature] Date: 3.01.16
Vice President, Bayview Loan Servicing, LLC

Licensed Loan Originator: Louis Ferrante
MLO License Number: 988031
Direct: 877-650-0140 Ext. 1361
Fax: 877-360-9593

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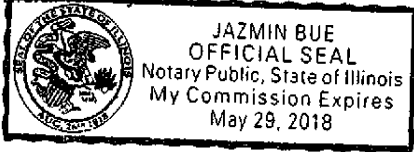
NOTARY ACKNOWLEDGEMENT

STATE OF IL)
) SS
COUNTY OF DuPage)

On 2/2/2016, before me, Jazmin Bue a notary public for and within the said county, personally appeared, **RAMON RODRIGUEZ**, 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 2nd day of February, 2016.

[Official Notary Seal]



By: Jazmin Bue
Notary Public: Jazmin Bue
My Commission Expires: 5/29/2018

Notary Information

(To Be Completed by Notary Acknowledging Transaction Document)

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

Jazmin Bue

Notary Contact: Primary Phone: (773) 458-4367

Cell Phone: () _____

E-mail: j.bue@wildermuthboffices.com

Notary License Information:

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

License/Commission Number: _____

Expiration Date: 5/29/2018

Jazmin Bue
Signature

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Servicer:

Bayview Loan Servicing, LLC

By: _____

ERNESTO IRURZUN, Vice President
(Type in Name of Signatory)

STATE OF FLORIDA):

COUNTY OF BROWARD):

On 3.1.16 [date], before me, LANA TAMKINS [insert name of Notary Public], a Notary Public for and within the said county, personally appeared, ERNESTO IRURZUN [insert name of signatory], 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.

By: Lana Tamkins
(Signature of person taking acknowledgment)



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

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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After Recording Return to:

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

1-4 Family Modification Agreement Rider Assignment of Rents

THIS 1-4 FAMILY MODIFICATION AGREEMENT RIDER ASSIGNMENT OF RENTS ("1-4 Family Rider") effective January 27, 2016, is incorporated into that certain Loan Modification Agreement (the "Modification") of the same date made by **RAMON RODRIGUEZ** ("the Borrower") is incorporated into and amends and supplements the Security Instrument executed by Borrower to secure the Note. The Security covers the Property described as defined and described in the Security Instrument and located at: **16403 CRAIG DRIVE, OAK FOREST, IL 60452-0000**.

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."
- B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5 of the Security Instrument.
- E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 19 of the Security Instrument is deleted.

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- F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 of the Security Instrument concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 of the Security Instrument shall remain in effect.
- G. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECIEVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only. If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sum secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security. If the Rents of the Property are not sufficient to cover the costs of the Property as security. If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 9 of the Security Instrument. Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph. Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.
- I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.
- J. PRIOR ASSIGNMENT OF RENTS.** This 1-4 Family Rider supersedes the provisions of any previous 1-4 Family Rider Assignment of Rents (a "Previous Assignment") executed by Borrower pertaining to the Property. If a Previous Assignment has been executed by the Borrower, then the assignment and lien granted in the assignment of Rents contained in Paragraph H of this 1-4 Family Rider shall relate back in time to the date and priority of any such Previous Agreement.

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K. **CAPITALIZED TERMS.** Capitalized terms used in this 1-4 Family Rider shall have the meaning ascribed to them in the Modification except as otherwise specifically set forth in this 1-4 Family Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

By:  Date: 2-2-16
RAMON RODRIGUEZ

Property of Cook County Clerk's Office

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After Recording Return to:

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

Modification Bankruptcy Disclosure Rider

THIS MODIFICATION BANKRUPTCY RIDER, effective January 27, 2016, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by **RAMON RODRIGUEZ** ("Borrower") and **Bayview Loan Servicing, LLC**, (the "Servicer") covering the property described in the Loan Modification Agreement located at: **16403 CRAIG DRIVE, OAK FOREST, IL 60452-0000**.

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

Borrower represents that Borrower was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Note and Security Instrument. Borrower and acknowledge and agree that the Loan Modification Agreement does not affect the discharge of the Borrower's Personal liability on the debt.

Borrower:

By:  Date: 2-2-16
RAMON RODRIGUEZ

By:  Ernesto Iurzun Date: 3.01.16
Bayview Loan Servicing, LLC

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CORRECTION AGREEMENT LIMITED POWER OF ATTORNEY

RAMON RODRIGUEZ, the undersigned Borrower(s)/Co-Borrower (s) have entered into a transaction with Bayview Loan Servicing, LLC ("Servicer"), involving Borrower(s) execution of several agreements, instruments and documents (collectively, the "Original Documents"). Upon request by, or on behalf of Lender, Lender's agents, and/or Lender's attorney's, the undersigned Borrower(s) will, within five (5) business days of any such request, execute any agreement, document or instrument that ought to have been signed at or before the execution of the Original Documents, or will re-execute any Original Document incorrectly completed and/or signed in connection with the Original Documents. Borrower(s) failure to take any such requested action shall constitute a default under the Original Documents.

If Lender has not received a response from Borrower(s) within the aforementioned five (5) business day period, the Borrower(s), for and in consideration of the transaction entered into with Lender, hereby grant Lender, Lender's agents or Lender's attorney, and its successors and/or assigns, a power of attorney so that Lender, Lender's agent or Lender's attorney may act in Borrower(s) place and stead in any way in which Borrower(s) could act if present. Such power of attorney shall be granted for and the sole purpose of correcting said Original Documents, on Borrower(s) behalf without prior notice and include, without limitation of the right of Lender, Lender's agents, and Lender's attorneys, to correct any typographical or clerical errors, to place blanks and/or to attach exhibits/schedules to any Original Document, to provide and complete and proper form of any instrument previously executed, and to perform any and every act required or necessary to effectuate the adjustment or correction of any such errors, without prior notice. This Power of Attorney shall take effect upon the date of this Agreement.

The Power of Attorney created herein is a durable power of attorney which shall be irrevocable during the term set forth in the Original Documents (as such Original Documents may be amended, revised, and/or extended), and shall not be affected by Borrower(s) subsequent disability, incompetence or incapacity.

IN WITNESS WHEREOF, the undersigned have duly executed this Correction Agreement Limited Power of Attorney.

Borrower:

By: 
RAMON RODRIGUEZ (Borrower)

Date: 2-2-16

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NOTARY ACKNOWLEDGEMENT

STATE OF IL)
) SS
COUNTY OF DuPage)

On 2/2/2016, before me, Jazmin Bue a notary public for and within the said county, personally appeared, **RAMON RODRIGUEZ**, 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 2nd day of February, 2016.

[Official Notary Seal]



By: Jazmin Bue
Notary Public: Jazmin Bue
My Commission Expires: 5/29/2018

Notary Information

(To Be Completed by Notary Acknowledging Transaction Document.)

Notary's Full Name (as it appears on official Notary Stamp/Seal):
Jazmin Bue
Notary Contact: Primary Phone: (73) 458-4367
Cell Phone: () _____
E-mail: jave@wildermitthawoffices.com

Notary License Information:

County and State in which notary is licensed: DuPage, IL
License/Commission Number: _____
Expiration Date: 5/29/2018

Jazmin Bue
Signature

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0831957038 Page: 6 of 6

EXHIBIT A

BORROWER(S): RAMON RODRIGUEZ

LOAN NUMBER: 9015964760

LEGAL DESCRIPTION:

LOT 81 IN FIELD CREST SECOND ADDITION, A RESUBDIVISION OF LOTS 1 TO 44, INCLUSIVE, IN BLOCK 10, LOT 1, 28, 29 AND 30 IN BLOCK 12, LOT 1, 29 AND 30 IN BLOCK 13 AND LOTS 1, 32 33 AND 34 IN BLOCK 14, IN THE LOWICK ESTATES, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID FIELD CREST SECOND ADDITION REGISTERED AS DOCUMENT NUMBER 200523 IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 16403 CRAIG DRIVE, OAK FOREST, ILLINOIS 60457

RAMON RODRIGUEZ IL
39296
FIRST AMENDMENT ELS
MODIFICATION AGREEMENT

*This Loan Modification Agreement modifies an original debt with the lender recorded in Book _____ at Page _____ or Instrument # 0628546076
The amount of the original loan is \$ 12,000.00. The current unpaid/pre-modification principal balance is \$ 256,139.36. The capitalized/new money amount is \$ 78,827.15. The new loan/modified principal balance is \$ 250,822.15.