

UNOFFICIAL COPY

Doc#: 1705306100 Fee: \$60.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/22/2017 10:18 AM Pg: 1 of 7

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

[Space Above This Line For Recording Data]

Loan No.: 0015010689

MERS No.: 100784800000254543

MERS Phone: 1-888-679-6377

LOAN MODIFICATION AGREEMENT

(To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement ("Agreement"), made this 12th day of January, 2017, between Michael Lukasiewicz and Debra Lukasiewicz, husband and wife, not in tenancy in common but in joint tenancy, whose address is 2459 Elm Street, River Grove, Illinois 60171 ("Borrower/Grantor") and American Financial Resources, Inc., by LoanCare LLC, as Agent under Limited POA, whose address is 3637 Sentara Way, Virginia Beach, Virginia 23452

and Mortgage Electronic Registration Systems, Inc. ("Lender/Grantee"), ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Timely Payment Rewards Rider, if any, dated April 24th, 2015, 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 on May 1st, 2015, in Book/Liber N/A, Page N/A, Instrument No. 1512108369, Official Records of Cook County, Illinois, and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in said Security Instrument and defined therein as the "Property," located at 2459 Elm Street, River Grove, Illinois 60171

UNOFFICIAL COPY

Loan No.: 0015010689

the real property described being set forth as follows:

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

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. **Current Balance.** As of February 1st, 2017, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$213,933.15.
2. **Interest Rate.** 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 3.500%, beginning January 1st, 2017, both before and after any default described in the Note. The yearly rate of 3.500% will remain in effect until principal and interest is paid in full.
3. **Monthly Payments and Maturity Date.** Borrower promises to make monthly payments of principal and interest of U.S. \$828.76, beginning on the 1st day of February, 2017, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on January 1st, 2057, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. **Place of Payment.** Borrower must make the monthly payments at 3637 Sentara Way, Virginia Beach, Virginia 23452 or such other place as Lender may require.
5. **Partial Payments.** Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
6. **Property Transfer.** If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

UNOFFICIAL COPY

Loan No.: 0015010689

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 of the Security Instrument, within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.


7. Compliance with Covenants. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument.

8. Bankruptcy. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation agreement of the underlying debt by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

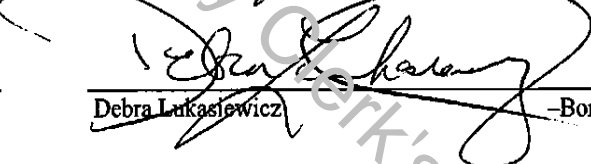
Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except where otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

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

2-7-17
Date

 (Seal)
Michael Lukasiewicz -Borrower

2-7-17
Date

 (Seal)
Debra Lukasiewicz -Borrower

Date

-Borrower (Seal)

Date

-Borrower (Seal)

UNOFFICIAL COPY

Loan No.: 0015010689

BORROWER ACKNOWLEDGMENT

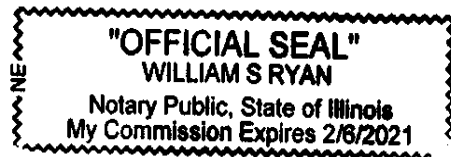
State of Illinois §
County of Cook §

On this 7th day of February, 2017, before me,
William S. Ryan [name of notary], a Notary Public in and for said state,
personally appeared Michael Lukasiewicz and Debra Lukasiewicz

[name of person acknowledged], 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.

(Seal)

Notary Signature [Signature]
Type or Print Name of Notary William S. Ryan
Notary Public, State of Illinois
My Commission Expires: _____



UNOFFICIAL COPY

Loan No.: 0015010689

2/10/17

-Date

American Financial Resources, Inc., by
Loancare LLC, as Agent under Limited POA -Lender

By: Dianna Davenport

Printed/Typed Name: DIANNA DAVENPORT

Its: ASSISTANT SECRETARY

LENDER ACKNOWLEDGMENT

State of Virginia §

County of Virginia Beach §

On this 10th day of February, 2017, before me,
DINA ROZETTA HAMER [name of notary], a Notary Public in and for said state,
personally appeared, DIANNA DAVENPORT of American Financial Resources, Inc., by
Loancare LLC, as Agent under Limited POA

, Lender,

personally 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.

(Seal)



Dina Rozetta Hamer
DINA ROZETTA HAMER Notary Signature

Type or Print Name of Notary

Notary Public, State of VIRGINIA

My Commission Expires: 6/30/2019

UNOFFICIAL COPY

Loan No.: 0015010689

2/16/17
-Date

Mortgage Electronic Registration Systems, Inc.
-Mortgagee

By: Alice B. Doss
Printed/Typed Name: ALICE B. DOSS
Its: Assistant Secretary

MORTGAGEE ACKNOWLEDGMENT

State of Virginia §
County of Virginia Beach §

On this 16th day of February, 2017, before me,
DINA ROZETTA HAMER [name of notary], a Notary Public in and for said state,
personally ALICE B. DOSS, Assistant Secretary of Mortgage Electronic Registration
Systems, Inc., Mortgagee, personally 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.

(Seal)



Dina Rozetta Hamer
Notary Signature
DINA ROZETTA HAMER
Type or Print Name of Notary
Notary Public, State of VIRGINIA
My Commission Expires: 6/30/2019

UNOFFICIAL COPY

EXHIBIT "A"

ALL THAT PARCEL 06 LAND IN COOK COUNTY, STATE OF ILLINOIS, AS MORE FULLY DESCRIBED IN DEED DOC # 85091948, ID#12-27-424-048-0000, BEING KNOWN AND DESIGNATED AS THE NORTH 37 FEET (AS MEASURED ALONG THE WEST LINE) OF THE WEST 125 FEET OF BLOCK 24 IN WALTER G. MCINTOSH COMPANY'S RIVER PARK ADDITION, BEING A SUBDIVISION OF PART OF SECTIONS 27 AND 34, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED June 15, 1925 AS DOCUMENT NUMBER 8944974, IN COOK COUNTY, ILLINOIS.

BY FEE SIMPLE DEED FROM MARTIN R. SCHULTZ AND PATRICIA M. SCHULTZ AS SET FORTH IN DOC # 85091948 DATED June 24, 1985 AND RECORDED July 8, 1985, COOK COUNTY RECORDS, STATE OF ILLINOIS.

CKA: 2459 E. ELM ST, RIVER GROVE, ILLINOIS 60171

PIN # 12-27-424-048-0000

Property of Cook County Clerk's Office