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Prepared By: Wintrust Mortgage Default Loan Servicing

9700 W. Higgins Rd, Ste 725

Rosemont, IL 60018

RECORD & RETURN TO 37732-IL31-Cook County

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30657

≥ 725



Doc# 1710239232 Fee \$42.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/12/2017 03:30 PM PG: 1 OF 3

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LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 27th day of March 2017, between Deborah A. Diaz ("Borrower") and Old Plank Trail Community Bank, N.A. receiver to First National Bank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated January 29, 2010. According to the Plat Thereof Recorded February 17, 2010 as Document No. 1904812335, In Cook County Illinois and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers in real and personal property described in the Security Instrument and defined therein as the "Property", located at

1600 S Prairie Ave #2404, Chicago, IL 60605 (Property Address)

The real property described being set forth as follows:

Parcel 1: UNIT 2404 AND PARKING UNIT NO. P102, P103, P104 AND P104A TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN PRAIRIE FOINTE AT CENTRAL STATION CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0613516110, AS AMENDED FROM TIME TO TIME, IN THE SOUTHWEST FRACTIONAL QUARTER OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: ESCLUSIVE RIGHT TO USE FOR STORAGE PURPOSES IN AND TO STORAGI SPACE NO. \$156, A LIMITED COMMON ELEMENT, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

A.P.N.: 17-22-303-038-1186; 17-22-3003-038-1284; 17-22-303-038-1285; 17-22-303-038-1286; 7-22-303-038-1191

PERMANENT INDEX NUMBER: 17-22-303-038-1186

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as folious (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1. As of March 1, 2017, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$1,955,612.78 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- The new maturity date will be: 03/01/2022

The modified balance of my Note will include all amounts and arrearages that will be past due as of the Modification C Effective Date (including unpaid and deferred interest, fees, escrow advances, and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be \$1.955.612.78. I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.

Interest at the rate of 3.25000 % will begin to accrue on the New Principal Balance as of March 1, 2017 and the first new

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monthly payment on the New Principal Balance will cause on April 1, 2017. Wy payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate	Monthly	Estimated	Total	Payment	Number of
		Change Date	Principal and	Monthly	Monthly	Begins On	Monthly
			Interest	Escrow	Payment*		Payments
			Payment	Payment			
			Amount	Amount*			
1-2	3.25000 %	03/01/2017	\$ 8,510.95	\$ 2,163.11,	\$ 10,674.06,	04/01/2017	24
				may adjust	may adjust		· .
				periodically	periodically		
3-4	4.25000 %	03/01/2019	\$ 9,558.12	\$ 2,163.11,	\$ 11,721.23,	04/01/2019	24
				may adjust	may adjust		*
				periodically	periodically]	
5	5.25000 %	03/01/2021	\$ 10,605.26	\$ 2,163.11,	\$ 12,768.37,	04/01/2021	12
				may adjust	may adjust		
	12			periodically	periodically		

On March 1, 2022 (the "Maturity Date") your final payment will consist of all unpaid principal and all accrued interest due.

- 3. 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 3c rower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of an sums secured by the Security Instrument.

 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 delivered or mailed 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 the Security Instrument y ithout further notice or demand on Borrower.
- 4. Borrower also will comply with all other covenans, 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; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other insurament or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
- 5. Borrower understands and agrees that:
 - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
 - (c) 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.
 - (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

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- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- (f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobil: telephone number, or email address Borrower has provided to Lender or Third Parties.

mobil: telephone number, or email address Borrower has provided to Lender or Third Parties.
By checking this box, Borrower also consents to being contacted by text messaging \(\sqrt{\omega} \).
Deborah A. Diaz, Borrower
State of Illinois, County of OUL A November Public in and or wid County and State do haraby gartify that
I, William a Notary Public in and or said County and State do hereby certify that
Deborah A. Diaz
Personally know to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for uses and purpose set forth.
Given under my hand and official seal, this day of Www day.
My Commission Expires: SD117 Mally Mullius Notary Public
By: OFFICIAL SEAL MALLORY MATHEWS NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 05/02/17
Date of Lender's Signature [Space Below This Line For Acknowledgments]