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Doc#: 1712516215 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/05/2017 11:44 AM Pg: 1 of 6

After Recording Return To:

MB Financial Bank, N.A.
Attn: Homeowners Assistance
2251 Rombach Ave.
Wilmington, OH 45177

This document was prepared by: Mary Greiner
MB Financial Bank, N.A. Loan: 6078774
A.P.N: 32-36-402-006

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FHA Case No.: FR1377645819703

**LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)**

This Loan Modification Agreement ("Agreement"), made this 16th day of March, 2017, between **FRANCISCO ARTEAGA AND BEATRIZ M GUTIERREZ AS JOINT TENANTS** ("Borrower") and **MB FINANCIAL BANK, N.A.** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **June 27, 2014** and recorded in **DOCUMENT NUMBER 1418350024**, at **page(s)**, of the **Public Records of Cook County** and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at **22950 TORRENCE AVENUE, CHICAGO HEIGHTS, IL 60411**, the real property described being set forth as follows:

See Attached Exhibit "A"

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):

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1. As of **March 16, 2017**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$176,072.89**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. 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 **3.875%**, from **April 01, 2017**. Borrower promises to make monthly payments of principal and interest of U.S. **\$827.96**, beginning on the **1st** day of **May, 2017**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.875%** will remain in effect until principal and interest are paid in full. If on **April 01, 2047** (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.
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 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.

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 without further notice or demand on Borrower.

4. 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; 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 instrument 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.

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5. Borrower understands and agrees that:
- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under 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.
 - (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.

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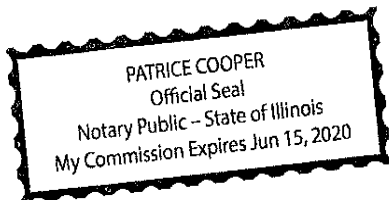
EXECUTED BY:

Francisco Arteaga (Seal)
FRANCISCO ARTEAGA - Borrower

Beatriz M. Gutierrez (Seal)
BEATRIZ M GUTIERREZ - Borrower

STATE OF Illinois
COUNTY OF COOK

On this 4th day of April in the year 2017 before me, the undersigned, personally appeared FRANCISCO ARTEAGA BEATRIZ M GUTIERREZ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Patrice Cooper
Notary Public

Printed Name: Patrice Cooper

My Commission Expires: 06-15-2020

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Acknowledgement

MB Financial Bank, N.A.

By: *Karla Stewart*
Karla Stewart
Vice President

STATE OF OHIO
COUNTY OF CLINTON

On this 12th day of April, 2017, before me personally appeared Karla Stewart, Vice President of MB Financial Bank, N.A. The seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors; and she acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



AMBER WHITE
NOTARY PUBLIC, STATE OF OHIO
FAYETTE COUNTY
MY COMMISSION EXPIRES OCT. 10, 2019

Amber White
Notary Public, State of Ohio

My Commission Expires: 10/10/2019

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Legal Description

File # : **1411681**

Borrower Name: **Francisco Arteaga and Beatriz M Gutierrez**

Address: **22950 Torrence Ave
Chicago Heights, IL 60411**

Pin # : **32-36-407-006-0000**

Legal Description:

LOT 12 IN PON AND COMPANY S TORRENCE AVENUE ACRES, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TONNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office