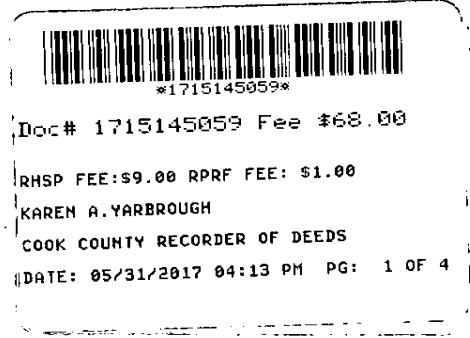


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RECORD AND RETURN TO:

Joseph S. Troendle
AKERMAN LLP
50 North Laura Street, Suite 3100
Jacksonville, FL 32202

PARCEL ID: 19-12-218-016-0000

MORTGAGE MODIFICATION AND RATIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AND RATIFICATION AGREEMENT (this "Agreement") is made this 20th day of April, 2017, by and between Gerardo Deluna, Gabriela Deluna, and Socorro Deluna, whose address is 5000 S. Washtenaw, Chicago, Illinois 60632 (collectively, "Mortgagors"), and Bank of America, N.A. ("BANA"), whose address is 1825 East Buckeye Road, Phoenix, Arizona 85034.

PREAMBLE

WHEREAS, Mortgagors own real property located at 5000 S. Washtenaw Avenue, Chicago, Illinois 60632, legally described as:

Lot 40 in Block 3 in W.D. Kerfoot and Company's 51st Street Addition, being a subdivision of the Southwest 1/4 (except the North 133 feet) of the Northeast 1/4 of Section 12, Township 38 North, Range 13, East of the Third Principal Meridian, In Cook County, Illinois.

PARCEL ID: 19-12-218-016-0000

WHEREAS, on July 10, 2007, Gerardo and Gabriela Deluna executed and delivered a promissory note in the original principal amount of \$203,000.00 to BANA (the "Note");

WHEREAS, on July 10, 2007, Mortgagors executed and delivered a mortgage securing payment of the Note to BANA (the "Mortgage");

WHEREAS, the Mortgage was recorded on October 15, 2007 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 0728801135;

WHEREAS, the street address identifying the mortgaged property in the body of the Note and Mortgage is correct;

WHEREAS, due to mutual mistake or inadvertence, the Mortgage contained an incorrect legal description and property identification number for the mortgaged property;

WHEREAS, Mortgagors are the current owners of the mortgaged property as surviving joint tenants of Rafael Deluna, and no other person claims an ownership interest in the property;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, \$10.00, and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

AGREEMENT

- The matters in the Preamble are true and correct and are incorporated herein by reference.
- As part of the consideration and inducement for the execution of this Agreement, Mortgagors warrant that they remain the sole owners of the property described in the above Preamble and located at 5000 S. Washtenaw Avenue, Chicago, Illinois 60632.

COOK COUNTY RECORDER OF DEEDS

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3. As part of the consideration and inducement for the execution of this Agreement, Mortgagors warrant that the property described in the above Preamble and located at 5000 S. Washtenaw Avenue, Chicago, Illinois 60632 is not Mortgagors' homestead, or that all spouses with a homestead interest in said property have joined this Agreement.
4. The legal description attached as SCHEDULE A to the Mortgage is hereby modified, replaced, and restated in its entirety with the legal description in the above Preamble.
5. All references to the "Property" in the Mortgage shall be deemed to refer to the property described in the above Preamble, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property, together with all replacements and additions. All references to the "Borrower" in the Mortgage shall be deemed to refer to the Mortgagors described herein.
6. BANA and Mortgagors hereby ratify, confirm, and reaffirm the Mortgage as modified and amended in this Agreement. Mortgagors agree to perform each and all of the covenants, agreements, and obligations in the Mortgage, and to be bound by each and all of the terms and provisions of the Mortgage, as modified in this Agreement.
7. As stated in the Mortgage, the Mortgage secures to BANA, its successors and assigns: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Mortgagors' covenants and agreements under the Mortgage and the Note, together with the payment of all other sums, with interest, advanced under the Mortgage to protect the security of the Mortgage. For this purpose, Mortgagors hereby ratify, confirm, and reaffirm their mortgage, grant, and conveyance to BANA and BANA's successors and assigns the property described in the above Preamble.
8. Nothing in this Agreement shall be understood or construed to be a novation, satisfaction, or release of the Mortgage, or as otherwise impairing the validity or priority of the Mortgage as a lien on the Property.
9. Except as expressly provided in this Agreement, the Mortgage will remain unchanged, and the Mortgagors and BANA shall be bound by and comply with all of the terms and provisions thereof, and the Mortgage shall remain in full force and effect and shall continue to be a first lien on the above-described Property.
10. Socorro Deluna, who signed the Mortgage but did not sign the Note, acknowledges that the Mortgage is a lien on the property securing payment of the Note. Socorro Deluna does **not** assume any personal obligation to pay the indebtedness evidenced by the Note.
11. This Agreement shall inure to the benefit of the respective heirs, successors, and assigns of the parties to this Agreement.
12. This Agreement may be executed in counterparts and each executed counterpart shall be effective as the original. All faxed, emailed, or electronic signatures affirming this Agreement constitute an original signature.

[SIGNATURE PAGES FOLLOW]

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COUNTERPART EXECUTION PAGE (1 of 2)

Signed, sealed and delivered in the presence of:

GABRIELA DELUNA

Signature: *Gabriela Deluna*

Print Name: Gabriela Deluna

GERARDO DELUNA

Signature: *Gerardo Deluna*

Print Name: GERARDO DELUNA

SOCORRO DELUNA

Signature: *Socorro Deluna*

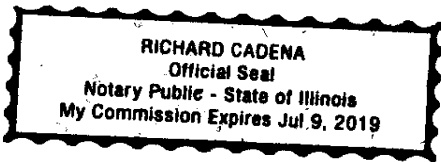
Print Name: SOCORRO DELUNA

STATE OF ILLINOIS)

COUNTY OF COOK) ss:

The foregoing instrument was acknowledged before me this 17th day of APRIL, 2017, by **GABRIELA DELUNA, GERARDO DELUNA, and SOCORRO DELUNA**, who are personally known to me or have produced STATE OF IL - ID (type of identification) as identification.

{Notary Seal}



Richard Cadena
NOTARY PUBLIC
Print Name: RICHARD CADENA
My Commission Expires: JULY 9, 2019
Commission No. 43159

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BANA'S COUNTERPART EXECUTION PAGE (2 OF 2)

Signed, sealed and delivered in the presence of:

BANK OF AMERICA, N.A.

By: Kelly J. Rogers

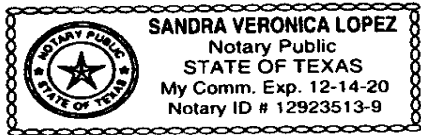
Name: Kelly J. Rogers

Title: Assistant Vice President

STATE OF Texas)
) ss:
COUNTY OF Tarrant)

Before me, Sandra Veronica Lopez, the undersigned officer, on this, the 20th day of April, 2017, personally appeared Kelly Rogers, known to me or, through production of _____ as identification, who identified her/himself to be the AVP, Mortgage Services of Bank of America, N.A., the person and officer whose name is subscribed to the foregoing instrument, and being authorized to do so, acknowledged that (s)he had executed the foregoing instrument as the act of such corporation for the purpose and consideration described and in the capacity stated.

{Notary Seal}



[Signature]
Print Name: Sandra Veronica Lopez
Notary Public, State of Texas
Commission No.: 12923513-9
My Commission Expires: 12-14-20