



Doc# 1715306047 Fee \$72.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/02/2017 11:08 AM PG: 1 OF 5



Date April 13, 2017	
Fannie Mae Loan Number 80611	FHA/VA/MI Case Number 131-9849670
Mortgagor (or Trustor) JUAN MACIAS AND HORTENSIA TAPIA, HUSBAND AND WIFE	
Property Address 4428 S. ST. LOUIS, CHICAGO, ILLINOIS 60632	

Agreement for Modification or Extension of a Mortgage

The Mortgagor (or Trustor) identified above (hereinafter referred to as the "Mortgagor") does hereby apply for MODIFICATION of the payment provisions of the above-referenced mortgage loan ("Modification" or "Extension") covering an indebtedness owing from the Mortgagor to MORTGAGE CLEARING CORPORATION ASSIGNEE FOR PREFERRED MORTGAGE ASSOCIATES, LTD (hereinafter referred to as "mortgagee"), evidenced by a note (or bond) and secured by a real property mortgage or trust deed (said note or bond and real property mortgage or trust deed are hereinafter referred to as the "Mortgage"), and the Mortgagor represents and agrees as follows:

- (1) Mortgagor is now the owner and holder of the real property encumbered by said Mortgage, recorded in the public records in the County of COOK, State of ILLINOIS, in book 7315, page 66-73, or document file number 99816052.
- (2) Under the terms of said Mortgage, there remains unpaid as of the first day of the month in which this Agreement is made, the sum of \$131,359.39 of principal, \$4,556.52 of interest thereon, \$4,988.43 of advances made by the Mortgagee thereunder, and \$0.00 of interest on such advances, aggregating a total sum of \$140,904.34, for which amount under the Mortgage is indebted to the Mortgagee under said Mortgage, which is a valid lien.
- (3) Mortgagor hereby deposits with Mortgagee, if such deposit is required by the Mortgagee, the sum of \$0.00, which is to be applied to the present balance due on the principal of said Mortgage (including advances, if any), and the sum of \$0.00, which is to be applied to the delinquent interest due on the said principal (and advances, if any), with the application of said deposited amounts to be made as of the effective date of this Agreement. If the modification or extension is not agreed to by Mortgagee, said deposited amounts shall be returned to Mortgagor.
- (4) Mortgagor agrees the terms of said Mortgage are modified or extended relative to the payment of the said indebtedness by providing for payment of the balance of the principal, including any unpaid interest due thereon (after the aforementioned deposits, if any, have been applied thereto) as follows: Said total balance of \$140,904.34 is to be paid, plus interest on the unpaid balance at a rate of 4.25% per annum (with such rate changing periodically if required by the provisions of the mortgage note), in equal monthly installments of \$693.16 (excluding the sums required to be deposited for the payment of insurance, taxes, etc.). The first of said installments shall become due and payable on the 1ST day of JUNE, 2017 and the remaining installments, as they may be changed periodically if required by the provisions of the mortgage note, successively on the 1ST day of each and every month thereafter, until said mortgage indebtedness is fully paid, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the 1ST day of MAY, 2047, which is the present or extended maturity date.
- (5) Mortgagor agrees to make the payments as specified in Paragraph (4) hereof and understands and agrees that:
 - (a) All the rights and remedies, stipulations, and conditions contained in said Mortgage relating to the default in the making of payments under the Mortgage shall also apply to default in the making of said modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in said Mortgage shall be and remain in full force and effect, except as herein modified, and none of the Mortgagor's obligations or liabilities under said Mortgage shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of the Mortgagee's rights under or remedies on the Mortgage, whether such rights or remedies arise thereunder or by operation of law. Also, all

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rights of recourse to which the Mortgagee is presently entitled against any property or any other person in any way obligated for, or liable on, the Mortgage are expressly reserved by the Mortgagee.

(c) All costs and expenses incurred by Mortgagee in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Mortgagor and shall be secured by said Mortgage, unless stipulated otherwise by Mortgagee.

(d) Mortgagee 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 Mortgagee, shall bind and inure to the heirs, executors, administrators, and assigns of the Mortgagor.

(6) For the purposes of inducing and influencing the Mortgagee to execute this Agreement, the undersigned Mortgagor represents of his or her own knowledge that the names of all owners or other persons having an interest in the mortgaged property are as follows:

Name

JUAN MACIAS

HORTENSIA TAPIA

All such persons identified above are of legal age, and none is under any legal disability, except as follows:

*Witnessed by:

(Witness)

(Witness)

Executed by:

(SEAL)

Juan Macias (SEAL)

(Mortgagor) JUAN MACIAS

(SEAL)

Hortensia Tapia (SEAL)

(Mortgagor) HORTENSIA TAPIA

***ACKNOWLEDGMENT**

The undersigned, being obligated for the payment of the above-described Mortgage indebtedness, hereby consents to the execution of this Agreement between the Mortgagor therein described and the Mortgagee, and further consents to any modification or extension of the Mortgage under said Agreement:

*Witnessed by:

(Witness)

(Witness)

Executed by:

(SEAL)

Juan Macias (SEAL)

(Mortgagor) JUAN MACIAS

(SEAL)

Hortensia Tapia (SEAL)

(Mortgagor) HORTENSIA TAPIA

AGREED TO BY:

MORTGAGE CLEARING CORPORATION

(MORTGAGE SERVICER)

Mary E. Miles

MARY E. MILES, DEFAULT SUPERVISOR

FOR MORTGAGE CLEARING CORPORATION

(DATE)

4/21/2017

MORTGAGE CLEARING CORPORATION

(MORTGAGEE OF RECORD)

Mary E. Miles

MARY E. MILES, DEFAULT SUPERVISOR

FOR MORTGAGE CLEARING CORPORATION

(DATE)

4/21/2017

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*The execution of this Agreement should be witnessed and the appropriate acknowledgement clause should be added, if these are requirements under local law. In addition, if required under local law or practice, this Agreement should be filed for record.

See attached Exhibit 'A' for complete legal description

Exhibit 'A'

PHYSICAL ADDRESS: 4428 S. ST. LOUIS, CHICAGO, ILLINOIS, 60632

LEGAL ADDRESS:

LOT 10 IN THE SUBDIVISION OF THE WEST 108.7 FEET OF BLOCK 2 IN EMMA T. BEAVER'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER: 19-02-408-034

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, Patricia Flores, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT JUAN MACIAS & HORTENSIA TAPIA, HUSBAND AND WIFE, PERSONALLY KNOWN 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 THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 19th DAY OF April 20 17.

MY COMMISSION EXPIRES 01/24/21
Patricia Flores
NOTARY PUBLIC



Notary of Cook County Clerk's Office

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STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

OK-AZ-TX-NM

THIS INSTRUMENT ACKNOWLEDGED BEFORE ME ON April 21 2017 BY Mary Miles,
Default Supervisor, Mortgage Clearing Corporation

MY COMMISSION EXPIRES JULY 31ST, 2018

Joann Warner
JOANN WARNER NOTARY PUBLIC 02013124



Property of Cook County Clerk's Office