

# UNOFFICIAL COPY

Doc#. 1734146083 Fee: \$58.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/07/2017 09:39 AM Pg: 1 of 6

**Recording requested by and  
When recorded mail to:**

**First American Title  
3 First American Way  
Santa Ana, CA 92707**

**PREPARED BY:  
PRISSY KELLY  
CITIMORTGAGE INC  
1000 TECHNOLOGY DRIVE  
O'FALLON, MO 63368**

..... **[Space Above This Line For Recording Data].....**

## **LOAN MODIFICATION AGREEMENT**

**STATE: IL  
COUNTY: COOK  
ORDER #: 11293898**

**THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(ADDITIONAL RECORDING FEE APPLIES)**

UNOFFICIAL COPY **NRB-55933311**

When Recorded Return To:  
CitiMortgage, Inc.  
1000 Technology Drive, MS 420  
O'Fallon, MO 63368

Prepared by: Prissy Kelly  
Office: CitiMortgage, Inc. 1000 Technology Drive O'Fallon, MO 63368  
Loan # 11382705

**LOAN MODIFICATION AGREEMENT  
(PROVIDING FOR FIXED INTEREST RATE/CAPITALIZATION)**

This Loan Modification Agreement ("Agreement"), made December 6, 2012, between ERIC RODRIGUEZ, ("Borrower") residing at 4537 S KEATING AVE, CHICAGO, IL 60632-4820, and CitiMortgage, Inc. ("Lender") if applicable: follow with successor by reason of merger with n/a and amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") dated 02/01/02 and recorded on 03/05/02, Document number 0020246741, Book number na, Page na in the 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 the Security Instrument and defined therein as the "Property", located at 4537 S KEATING AVENUE, CHICAGO IL, 60632 the real property described as being set forth as follows:

Lot 104 (except the North 60 feet thereof) in Frederick H. Bartlett's 48th Avenue Subdivision of Lot "A" (except the railroad) of Circuit Court Partition of the South 1/2 and that part of the Northwest 1/4, lying South of Illinois and Michigan Canal Reserve in Section 3, Township 2 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

If not recording remove reference to described as being set forth as follows, see attached legal description. Specialist should enter language: as per your original loan documents.  
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. As of 12/06/12, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 152,438.23. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses in the total amount of \$ 18,040.39, have been added to the indebtedness under the terms of the Note and Security Instrument and the loan re-amortized over 360 months. When payments resume on 02/01/13, the New Unpaid Principal Balance will be \$ 170,478.62.

2. The Borrower promises to pay the New 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 % effective 01/01/13 (the "Interest Change Date"). The Borrower promises to make monthly payments of principal and interest of U.S. \$ 765.53 (which does not include and amounts required for Insurance and/or Taxes) beginning on 02/01/13 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full.

If on 01/01/43 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay those amounts in full on the Maturity Date. All other terms stated in the Note remain the same.

3. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.

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If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay these sums prior to the expiration period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

- A. That, as of the Modification Effective date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.

4. The Borrower also will comply with all the other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all the payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under 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, or part of, the Note and Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. 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 as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by and comply with, all of the terms and provisions thereof, as amended by this Agreement.

6. It is mutually agreed that the Security Instrument shall constitute a first lien upon the premise and that neither the obligation evidencing the aforesaid indebtedness nor the Security Instrument shall in any way be prejudiced by this Agreement, but said obligation and Security Instrument and all the covenants and agreements thereof and the rights of the parties there under shall remain in full force and effect except as herein expressly modified.

- A. Notwithstanding the foregoing, to the extent personal liability has been discharged in bankruptcy with respect to any amount payable under the Note, as modified herein, nothing contained herein shall be construed to impose personal liability to repay any such obligation when any obligations have been so discharged. If any bankruptcy proceeding is pending or completed during a time period related to entering this Agreement, I understand that I enter this Agreement voluntarily and that this Agreement, or actions taken by the Lender in relation to this Agreement, does not constitute a demand for payment or any attempt to collect any such obligation.

B.

MERS LOAN. If this box is checked, the loan evidenced by the Note and secured by the Security Instrument was assigned to or the Security Instrument was prepared in the name of Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address of 1901 E Voorhees Street Suite C, Danville, IL 61834 or P.O. Box 2026, Flint, MI 48501-2026, and telephone number of (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage loan.

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IN WITNESS WHEREOF, the parties have signed, sealed and delivered this agreement on the date above written.

12/11/12 *Eric Rodriguez*  
Date Borrower - ERIC RODRIGUEZ

\_\_\_\_\_  
Date Borrower -

12-20-12 *Chad Dufley* **Chad Dufley**  
Date By: Lender - Document Control Officer  
CitiMortgage, Inc. CitiMortgage, Inc.

Property of Cook County Clerk's Office

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-----[Space Below This Line for Acknowledgments]-----

State of Illinois )  
 )SS  
County of Cook )

On this 11 day of December 2012, before me personally appeared ERIC RODRIGUEZ, to me known or proved to be the person(s) described in and who executed the foregoing instrument, and acknowledged that HE/SHE/THEY executed the same as HIS/HER/THEIR free act and deed.

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



Notary Public \_\_\_\_\_  
My Commission Expires: April 07, 2015

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State of )  
 )SS  
County of )

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known or proved to be the person(s) described in and who executed the foregoing instrument, and acknowledged that HE/SHE/THEY executed the same as HIS/HER/THEIR free act and deed.

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

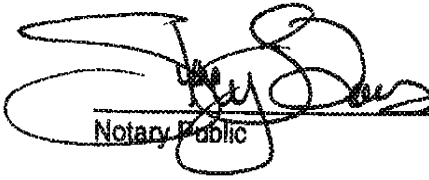
Notary Public \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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State of Missouri )  
County of St Charles )

On December 26, 2012, before me appeared Chad DuMay, to me personally known, being duly sworn or affirmed did say that he is a Document Control Officer Of CitiMortgage, Inc., and that said instrument was signed on behalf of said corporation, by authority of its Board of Directors, Chad DuMay acknowledged said instrument to be the free act and deed of said corporation, and that such individual made such appearance before the undersigned in the City of O'Fallon, State of Missouri.

  
Notary Public



STACY L. JONES  
My Commission Expires  
November 19, 2016  
St. Charles County  
Commission #12058123

County Clerk's Office