

# UNOFFICIAL COPY

Doc#: 1906616038 Fee: \$56.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 03/07/2019 10:13 AM Pg: 1 of 5

1906616038  
Feb 1

(SPACE ABOVE THIS LINE FOR RECORDING DATA)

Document prepared by & when recorded return to:  
CENTRAL FEDERAL SAVINGS & LOAN ASSN.  
5953 W. CERMAK ROAD, CICERO, IL 60804

220591

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 30th day of November, 2018 between ATG Trust Company not personally but as Trustee under Trust Agreement dated March 21, 2018 and known as Trust #L018-026 ("Borrower") and Central Federal Savings and Loan Association ("Lender"), amends and supplements (1) the Mortgage dated March 15, 2004 and recorded with the Cook County Recorder of Deeds as document 0408642092 on March 26, 2004, and (2) the Loan Modification Agreement dated February 15, 2014 and recorded with the Cook County Recorder of Deeds as document 1407135077 on March 12, 2014 and (3) the Note bearing the same date as, and secured by, the Mortgage, which covers the real property described and set forth as follows:

Parcel 1: The North 32.15 feet of the West 29.00 feet of the East 90.00 feet of Lots 35, 36, 37, 38, 39, and 40 as taken as tract, in Thomas Stinson's subdivision of Block 48 of Canal Trustee's subdivision of the West ½ and the West ½ of the Southwest ¼ of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: An exclusive easement for ingress and egress as set forth in that Declaration of Covenants, Conditions, Easements and Restrictions dated June 15, 2000 and recorded June 23, 2000 as document 00467450 and as created by deed recorded as document 00616626

Parcel Tax Identification Number: 17-17-325-049-0000

Which has the common address of: 1012 S. Loomis, Unit C, Chicago IL 60607 (the "Property").

It is the express intent of the Borrower and Lender to modify the terms and provisions set forth in the Mortgage and Note as follows:

**Extension of maturity date to November 1, 2048 and conversion from a balloon loan to a fixed rate amortization over a term of 360 months at an interest rate of 4.875%.**

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

1. As of November 30, 2018, the amount payable under the Note and the Mortgage (the "Unpaid Principal Balance") is \$237,174.12 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

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2. Borrower promises to pay the Unpaid Principal Balance, plus interest and all costs, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual rate of 4.875% beginning November 1, 2018. Borrower promises to pay the modified monthly payment of principal and interest of \$1,255.14 commencing on December 1, 2018. If on November 1, 2048 (the "Maturity Date"), Borrower still owes amounts under the Note and Mortgage, as modified by this Agreement, the Borrower will pay those amounts in full on the Maturity Date. The Borrower will make such payments at 5953 West Cermak Road, Cicero, Illinois 60804 or at such other place as the Lender may require.
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 Mortgage.
4. Borrower also will comply with all other covenants, agreements, and requirements of the Note and Mortgage, 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 Mortgage.
5. Borrower understands and agrees that:
  - (a) All the rights and remedies, stipulations, and conditions contained in the Mortgage relating to default in the making of payments under the Mortgage shall also apply to default in the making of the modified payments hereunder.
  - (b) All covenants, agreements, stipulations, and conditions in the Note and Mortgage 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 Mortgage 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 the remedies in the Note and Mortgage, 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 Mortgage are expressly reserved by Lender.
  - (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Mortgage.
  - (d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Mortgage.
  - (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 agrees to pay Lender a service fee of Zero and no/100 Dollars (\$0.00) for fees and expenses incurred by Lender in connection with this Agreement.
  - (g) Borrower agrees to pay flood determination fees of Twelve and no/100 Dollars (\$12.00) in connection with this Agreement.

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- (h) Borrower agrees to pay Lender appraisal fees of Three hundred sixty-three and no/100 Dollars (\$363.00) in connection with this Agreement.
- (i) Borrower agrees to pay a title search fee of Seventy-five and no/100 Dollars (\$75.00) in connection with this Agreement

By signing below, Borrower and Lender acknowledge they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

**Borrower(s):**

**Witnesses:**

Angela McClain (Seal)  
 ATG Trust Company, not personally but as Trustee  
 under trust agreement dated March 21, 2018 and  
 known as Trust #1018-026 Land Trust Officer  
 \_\_\_\_\_ (Seal)

\_\_\_\_\_  
 \_\_\_\_\_

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

EXONERATION CLAUSE IS ATTACHED  
HERE TO AND MADE A PART HEREOF

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Angela McClain Land Trust Officer personally known to me to be the Land Trust Officer of ATG Trust Company existing under the laws of the United States of America, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal the 30th day of November, 2018.

My Commission Expires: 4-02-2018

Maria T. Padilla  
NOTARY PUBLIC



**Lender:**  
Central Federal Savings and Loan Association

By: Gary Nation  
Gary Nation  
President

By: Neil Christensen  
Neil Christensen  
Senior Vice-President

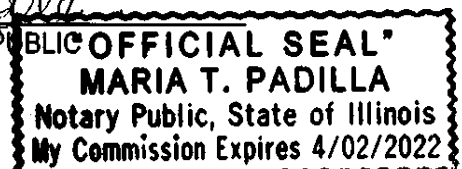
STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Gary Nation and Neil Christensen, personally known to me to be the President and Senior Vice-President of Central Federal Savings and Loan Association existing under the laws of the United States of America, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such signed and delivered the said instrument pursuant to authority, as his free and voluntary act and deed of said Association, for the uses and purposes therein set forth.

Given under my hand and official seal the 30th day of November, 2018.

My Commission Expires: 04-02-2022

Maria T. Padilla  
NOTARY PUBLIC



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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against ATG Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Proprietary  
Cook County Clerk's Office


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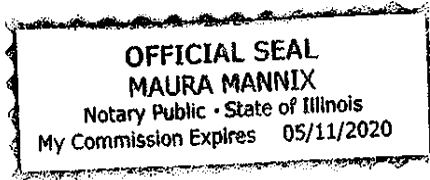
STATE OF ILLINOIS )  
                                  )SS.  
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Angela McClain, Land Trust Officer with ATG Trust Company personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that she signed and delivered the said instrument as her own free and voluntary act, and as the free and voluntary act of said Trust Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11<sup>th</sup> day of December, 2018.

Expires:  
5-11-20

  
\_\_\_\_\_  
Notary Public



Property of Cook County Clerk's Office