

# UNOFFICIAL COPY

Doc#: 1911401006 Fee: \$60.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 04/24/2019 09:41 AM Pg: 1 of 7

**After Recording Return To:**  
RUTH RUHL, P.C.  
Attn: Recording Department  
12700 Park Central Drive, Suite 850  
Dallas, Texas 75251

**Prepared By:**  
RUTH RUHL, P.C.  
12700 Park Central Drive, Suite 850  
Dallas, TX 75251

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Loan No.: 60561495  
Investor Loan No.: 132366266  
MERS No.: 100183300003894921

MERS Phone: 1-888-679-6377

## LOAN MODIFICATION AGREEMENT

(To a Fixed Interest Rate)

**IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED**

This Loan Modification Agreement ("Agreement"), made this 19th day of March, 2019, between CARLOS CORTEZ and LUBIA SANCHEZ, HUSBAND AND WIFE, whose address is 1127 NICHOLS LN, MAYWOOD, Illinois 60153

("Borrower/Grantor")

and Freedom Mortgage Corporation, whose address is 10500 Kincaid Drive, Suite 300, Fishers, Indiana 46037

("Lender/Grantee"),

and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Timely Payment Rewards Rider, if any, dated August 31st, 2015, granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded on January 11th, 2016, in Book/Liber N/A, Page N/A, Instrument No. 1601156223, 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 said Security Instrument and defined therein as the "Property," located at 1127 NICHOLS LN, MAYWOOD, Illinois 60153

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the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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. Current Balance. As of May 1st, 2019, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$129,390.92.
2. Interest Rate. 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 4.125%, beginning April 1st, 2019, both before and after any default described in the Note. The yearly rate of 4.125% will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. \$550.88, beginning on the 1st day of May, 2019, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on April 1st, 2059, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. Place of Payment. Borrower must make the monthly payments at 10500 Kincaid Dr, Suite 300, Fishers, Indiana 46037 or such other place as Lender may require.
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
6. Property Transfer. 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.

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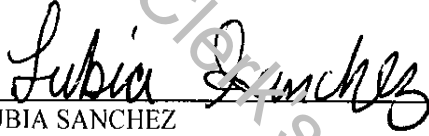
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 of the Security Instrument, within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

7. Compliance with Covenants. 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.

8. Bankruptcy. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation agreement of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

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

In Witness Whereof, Lender and Borrower have executed this Agreement.

<p>4-8-19</p> <hr/> <p>Date</p>	 <hr/> <p>CARLOS CORTEZ (Seal) -Borrower</p>
<p>4-8-19</p> <hr/> <p>Date</p>	 <hr/> <p>LUBIA SANCHEZ (Seal) -Borrower</p>
<hr/> <p>Date</p>	<hr/> <p>(Seal) -Borrower</p>
<hr/> <p>Date</p>	<hr/> <p>(Seal) -Borrower</p>

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## BORROWER ACKNOWLEDGMENT

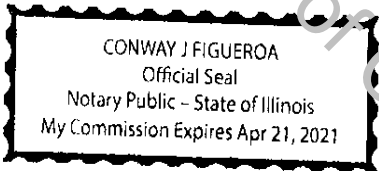
State of ILLINOIS §

County of COOK §

On this 8<sup>th</sup> day of APRIL, 2019, before me, CONWAY J. FIGUEROA [name of notary], a Notary Public in and for said state, personally appeared CARLOS CORTEZ and LUBIA SANCHEZ

[name of person acknowledged], known to me to be the person who executed the within instrument, and acknowledged to me that he/she/they executed the same for the purpose therein stated.

(Seal)



*[Handwritten Signature]*

Notary Signature

CONWAY J. FIGUEROA

Type or Print Name of Notary

Notary Public, State of ILLINOIS

My Commission Expires: 04/21/2021

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Loan No.: 60561495

\_\_\_\_\_ 4/10/19  
-Date

Freedom Mortgage Corporation  
-Lender

By: \_\_\_\_\_  
Printed/Typed Name: Jami Miller  
Its: \_\_\_\_\_  
Closer

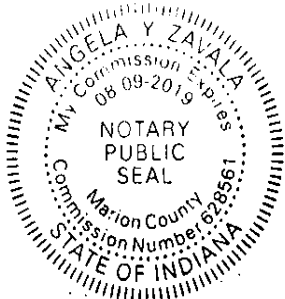
### LENDER ACKNOWLEDGMENT

State of Indiana §  
County of Hamilton §

On this 10 day of 04, 2019, before me,  
Angela Y Zavala [name of notary] a Notary Public in and for said state,  
personally appeared Jami Miller of Freedom Mortgage Corporation

personally known to me to be the person who executed the within instrument on behalf of said entity, and  
acknowledged to me that he/she/they executed the same for the purpose therein stated.

(Seal)



Angela Y Zavala  
Notary Signature  
Type or Print Name of Notary Angela Y Zavala  
Notary Public, State of IN  
My Commission Expires: 8/9/2019

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Loan No.: 60561495

4/10/19  
-Date

Mortgage Electronic Registration Systems, Inc.  
as nominee for Lender, its successors and -MERS  
assigns

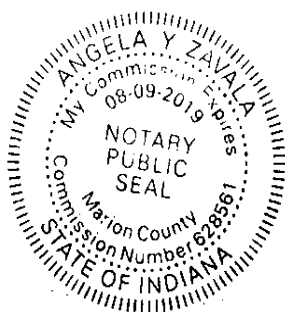
By: Jami Muwz  
Printed/Typed Name: Jami Muwz  
Its: Assistant Secretary

## MERS ACKNOWLEDGMENT

State of Indiana §  
County of Hamilton §

On this 10 day of 04, 2019 before me,  
Angela Y Zavala [name of notary], a Notary Public in and for said state,  
personally Jami Muwz, Assistant Secretary of Mortgage Electronic Registration  
Systems, Inc., as nominee for Lender, its successors and assigns, personally known to me to be the person who  
executed the within instrument on behalf of said entity, and acknowledged to me that he/she/they executed the same  
for the purpose therein stated.

(Seal)



Angela Y Zavala  
Notary Signature  
Type or Print Name of Notary Angela Y Zavala  
Notary Public, State of IN  
My Commission Expires: 8/9/2019

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## EXHIBIT A

LOT 14 IN NICHOLS HOME PARK ADDITION, BEING A SUBDIVISION OF THAT PART OF THE SOUTH 1/2 (EXCEPT THE NORTH 3.38 CHAINS THEREOF) OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE EAST LINE OF NORTH FIFTH AVENUE AND THE WEST LINES OF COOK COUNTY FOREST PRESERVE AND RIGHT OF WAY OF FIRST AVENUE, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 1941 AS DOCUMENT 12755262 IN BOOK 340 OF PLATS, PAGE 46, IN COOK COUNTY, ILLINOIS.

A.P. Number: **15-02-338-009-0000**

Property of Cook County Clerk's Office