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Doc#: 2116246361 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 06/11/2021 02:13 PM Pg: 1 of 3

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State of Michigan **LOAN MODIFICATION AGREEMENT** FHA Case Number: FR1376752338702
(Providing for Fixed Interest Rate) Loan Number: xxxxxx2955

When Recorded Mail to:
Towne Mortgage Company
2170 E. Big Beaver Rd., Ste. A
TROY, MI 48083
ATTN: Loss Mitigation Department

This Loan Modification Agreement ("Agreement"), is given on February 19, 2021, between JORGE AYALA, an unmarried man, ("Borrower") and Towne Mortgage Company ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS") [{"Mortgage"}] [{"Beneficiary"}], amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed to secure Debt (the "Security Instrument"), dated June 20, 2012, and recorded July 03, 2012 in Document #: 1218549057, 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 2317 N KEDVALE, CHICAGO, IL 60639, the real property described being set forth as follows:

Legal Description:

LOT 9 IN EDWARD G. UHLEIN'S RESUBDIVISION OF LOTS 333 TO 340 INCLUSIVE IN SAM BROWN JR'S PENNOCK SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax ID Number: 13-34-205-017-0000

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

1. As of March 01, 2021, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$97,586.37, consisting of the amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized to date.
2. 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 2.750% from February 01, 2021. Borrower promises to make monthly payments of principal and interest of U.S. \$398.39, beginning on the 1st day of March 2021, and continuing thereafter on the same day of each succeeding month until the principal and interest are paid in full. If on February 01, 2051, (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower will make such payments at Towne Mortgage Company, P.O. Box 7054, Troy, MI 48007, 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 a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

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 within which Borrower must pay all sums secured by this 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 the Borrower.

4. 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; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

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- 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, wholly or partially incorporated into, or part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

MERS' is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the [Mortgagee] [Beneficiary] of record under the Security Instrument and this Agreement. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

- 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.

DATE: 3/3/21

[Signature]
 JORGE AYALA

[Signature]
 WITNESS SIGNATURE

Heriberto Cuevas
 WITNESS PRINTED NAME

State of Illinois

County of Cook

On the 3 day of March 2021, before me, Juliana Martinez
 Personally appeared JORGE AYALA, an unmarried man, and Heriberto Cuevas (witness) along with valid photo identification, in the county of Cook, State of Illinois

[Signature]
 Notary Signature
 Printed Name Juliana Martinez
 Notary Public, State of Illinois
 County of: Cook
 My Commission Expires: 02/05/2022
 Acting in the County of Cook



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TOWNE MORTGAGE COMPANY

Sharon Glinka
By: Sharon Glinka
Title: Deputy Director of Servicing
Date: 3-22-21

Zachary Hubbell
Witness: Zachary Hubbell

Lance C. Paulsen
By: Lance C. Paulsen
Title: Mortgage Loan Officer
Date: 3-22-21

**Mortgage Electronic Registration Systems, Inc., Its Successors and Assigns,
as Nominee for Towne Mortgage Company, Its Successors and Assigns, as current beneficiary**

Kim Goodell
By: Kim Goodell
Its: Assistant Secretary

_____[Space Below This Line For Acknowledgements]_____

State of Michigan }

County of Oakland } ss.

On this 22nd day of March, ²⁰²¹₂₀₂₀ before me, Karen K. Fox, a Notary Public in and for said County, personally appeared Sharon Glinka, Deputy Director of Servicing of Towne Mortgage Company, Lance C. Paulsen, Mortgage Loan Officer of Towne Mortgage Company, Zachary Hubbell, Witness, and Kim Goodell, Assistant Secretary of Mortgage Electronic Registration Systems, Inc., its Successors and Assigns, as Nominee for Towne Mortgage Company, its Successors and Assigns, as current beneficiary.

Karen K. Fox
Karen K. Fox, Notary Public
Oakland County, State of Michigan
My Commission Expires: 08/24/26
Acting in Oakland County, Michigan

Karen K. Fox
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires August 24, 2026
Acting in the County of Oakland

Drafted by and when recorded, return to:

Samantha Garcia, Loss Mitigation
TOWNE MORTGAGE COMPANY
2170 E. Big Beaver Road, Suite A
Troy, Michigan 48083