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Karen A. Yarbrough
Cook County Clerk
Date: 08/23/2021 03:39 PM Pg: 1 of 7

Parcel ID #19-31-315-020-0000

After Recording Return To:
KC Wilson & Associates
2601 Main St., Ste. 370
Irvine, CA 92614
Ref #: 5451006

This document was prepared by MarySue Edwards

[Space Above This Line For Recording Data] MODIFICATION TO MORTGAGE

THE MODIFICATION OF THE HOME EQUITY LINE OF CREDIT AGREEMENT AND PROMISSORY NOTE THAT IS SECURED BY THE MORTGAGE PROVIDES FOR PAYMENT IN FULL OF THE UNPAID BALANCE OF THE FORBEARANCE AND LOAN MODIFICATION AGREEMENT AT MATURITY. YOU MUST REPAY THE ENTIRE BALANCE OWED UNDER THE FORBEARANCE AND LOAN MODIFICATION AGREEMENT, UNPAID INTEREST AND OTHER SUMS THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT MATURITY. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN.

This Modification to Mortgage (hereinafter the "Modification") is made by and between Marek Obyrtal and Anna Obyrtal (hereinafter, collectively the "Mortgagor"), whose address is 8533 Newland Ave, Burbank, IL 60459, and Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Owner Trustee of the Aspen GS Trust, a Delaware statutory trust (hereinafter the "Lender") whose address is 1221 W. 103rd Street, #108, Kansas City, MO 64114, for itself, its successors and/or assigns, (collectively, the "Parties") this 8 day of March, 2021.

In this Modification, the word "Borrower" means each person, individually and jointly, who entered into the Home Equity Line of Credit Agreement and Promissory Note (hereinafter the "Note"). The Mortgage executed in favor of MidAmerica Bank, FSB, is hereinafter referred to as the "Security Instrument". All capitalized terms not defined in this Modification shall have the same meaning as given in the Security Instrument.

WHEREAS, on April 25, 2007, the Borrower, Marek Obyrtal, executed the Note in the original principal amount up to Forty Five Thousand Four Hundred Sixty Dollars and No Cents (\$45,460.00), plus interest, all accrued finance charges and all other allowable fees and costs, payable to MidAmerica Bank, FSB; and

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Borrower Initials Lender Initials

WHEREAS, in order to secure repayment of the Note, on April 25, 2007, the Mortgagor, Marek Obyrtal married to Anna Obyrtal, executed a certain Security Instrument, in the original principal amount up to Forty Five Thousand Four Hundred Sixty Dollars and No Cents (\$45,460.00), plus interest, all accrued finance charges and all other allowable fees and costs, and was recorded on May 11, 2007, as Instrument Number 0713108053, in the Official Records of Cook County, State of Illinois. The property encumbered by the aforementioned Security Instrument, for loan number xxxxxx43580 (hereinafter the "Loan") is: Parcel ID

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#19-31-315-020-0000; is commonly known as 8533 Newland Ave, Burbank, IL 60459; and is more particularly described in Exhibit 'A' which is attached hereto and made a part hereof as if fully set forth herein (hereinafter the "Subject Property"); and

WHEREAS, The Note, the Security Instrument, the Forbearance and Loan Modification Agreement, this Agreement and other documents and writings executed and delivered by the Borrower in connection with the Loan are hereinafter collectively referred to as the "Loan Documents"; and

WHEREAS, the Mortgagor has requested and Lender has agreed to modify certain terms of the Note and Security Instrument, subject to preconditions and terms as set forth in the Forbearance and Loan Modification Agreement dated of even date with this Modification.

WHEREAS, the parties hereto entered into a Forbearance and Loan Modification Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Modification and upon satisfaction of the Condition to Effectiveness of Agreement as set forth in the Forbearance and Loan Modification Agreement, the Parties agree as follows:

A. MODIFICATION OF SECURITY INSTRUMENT: As of June 20, 2021 (the "Modification Effective Date"), the Security Instrument is modified as follows:

1. **Maturity Date of Security Instrument:** Unless otherwise due under the terms of the Forbearance and Loan Modification Agreement, in the event of a default or by acceleration provided for pursuant to the Loan Documents, the Loan shall mature and all principal, plus accrued unpaid interest, and any additional charges shall be payable and due on June 20, 2027 (hereinafter the "Balloon Maturity Date");
 2. **Principal Balance:** The Modified Principal Balance under the Forbearance and Loan Modification Agreement which is secured by the Security Instrument is Sixty Four Thousand Eight Hundred Ninety Dollars and Eighty Seven Cents (\$64,890.87) (the "Modified Principal Balance"). The Modified Principal Balance includes all amounts owing as of the Modification Effective Date and consists of the unpaid principal balance of the sums loaned to the Borrower, unpaid interest and amounts paid to third parties for court costs and attorneys' fees to enforce Lender's rights. The interest rates and monthly payments in the Note have been modified as provided in the Forbearance and Loan Modification Agreement.
 3. **Final Payment:** On the Balloon Maturity Date, the final payment will be an amount equal to (i) any unpaid balance of the Modified Principal Balance, plus (ii) any and all accrued and unpaid interest on the Modified Principal Balance, and (iii) any other amounts owed under the Forbearance and Loan Modification Agreement and the Security Instrument.
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4. **Default:** A default under the Forbearance and Loan Modification Agreement will be a default under this Modification and Lender shall have all of its rights and remedies

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under the Security Instrument.

5. The parties agree that nothing herein contradicts in any way the Forbearance and Loan Modification Agreement, but if there is a conflict, then the Forbearance and Loan Modification Agreement shall control.

B. ADDITIONAL AGREEMENTS. Mortgagor understands and agree to the following

1. All persons who signed the Security Instrument, or their authorized representative(s) have signed this Modification, unless: (i) a Mortgagor or co-Mortgagor is deceased; (ii) the Mortgagor and Co-Mortgagor are divorced and the Property has been transferred to one spouse in the divorce decree; the spouse who no longer has an interest in the Property need not sign this Modification (although the non-signing spouse may be held liable for the obligations under the Note), or (iii) the Lender has waived this requirement in writing.
2. Any Mortgagor who signs this Modification but did not sign the Note is not personally obligated to pay the sums secured by the Security Instrument as modified by this Modification.
3. As of the Modification Effective Date, Mortgagor understands that Lender will only allow the transfer and assumption of the Security Instrument and Forbearance and Loan Modification Agreement to a transferee of the Property as permitted by 12 U.S.C. § 1701j 3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Security Instrument or any of the loan documents including the Forbearance and Loan Modification Agreement. Except as provided in this Section B(3), this Security Instrument may not be assigned to, or assumed by, a buyer or transferee of the Property.
4. This Modification will not be understood or construed as a satisfaction or release, in whole or in part, of the obligations in the Security Instrument, or to satisfy or release the Security Instrument, in whole or in part.
5. Except as expressly modified by this Modification, Mortgagor will comply with and is bound by all covenants, agreements, and requirements of the Security Instrument.
6. The Security Instrument as modified by this Modification is a duly valid, binding agreement, enforceable in accordance with its terms and is hereby reaffirmed and remains in full force and effect.
7. Mortgagor will execute and deliver such other documents as may be reasonably necessary to either: (i) put into effect the terms and conditions of this Modification or (ii) correct the terms and conditions of this Modification if an error is detected after the Modification Effective Date. Mortgagor understands that a correct Modification or letter agreement containing the correction will be provided to Mortgagor for Mortgagor's signature. At Lender's option, this Modification will be void and of no legal effect upon notice of such error. If Mortgagor elects not to sign any such corrected Modification or letter agreement,

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the terms of the original loan documents shall continue in full force and effect and

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the terms of the Note and Security Instrument will not be modified.

- 8. If any document, including the Security Instrument, related to this Modification is lost, misplaced, misstated, inaccurately reflects the true terms and conditions of the loan as modified, or is otherwise missing, Mortgagor will comply with the Lender's request to acknowledge initial and deliver to the Lender any documentation the Lender deems necessary (all such documents are the "Document"). Mortgagor agrees to deliver the Documents within ten (10) days after Mortgagor receives the Lender's written request for such replacement.

[Signatures Follow on Subsequent Page(s)]

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Exhibit A

Legal Description

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State of Illinois:


THE SOUTH 1/2 OF THE WEST 1/2 OF LOT 259 IN FREDERICK H BARTLETT'S SECOND ADDITION TO FREDERICK H BARTLETT'S 79TH STREET ACRES, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS


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In Witness Whereof, the Mortgagor(s) have executed this Modification to Mortgage

Mortgagor(s):

 (Seal)
Marek Obyrtal

 (Seal)
Anna Obyrtal

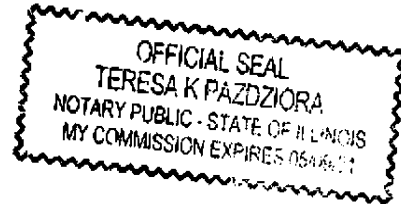
STATE OF Illinois) SS
COUNTY OF Cook)

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On 3-8-2021 (Month/Day/Year) Marek Obyrtal personally appeared Marek Obyrtal, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) subscribed to the withininstrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Notary Signature Teresa K Pazdziora (Seal)
Notary Printed Name TERESA K. PAZDZIORA
My Commission Expires 5-9-2021

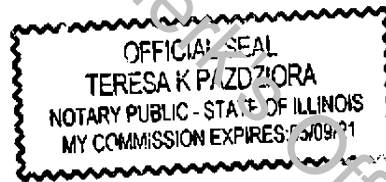


STATE OF ILLINOIS) SS
COUNTY OF COOK)

On 3-8-2021 (Month/Day/Year) anna Obyrtal personally appeared anna Obyrtal, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) subscribed to the withininstrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Notary Signature Teresa K Pazdziora (Seal)
Notary Printed Name TERESA K. PAZDZIORA
My Commission Expires 5-9-2021



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In Witness Whereof, the Lender has executed this Modification to Mortgage.

Lender: Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Owner Trustee of the Aspen GS Trust, a Delaware statutory trust, by Aspen Properties Group, LLC, a Missouri limited liability company, its Administrator

Charles John Briseno
Charles John Briseno, Vice President - Servicing

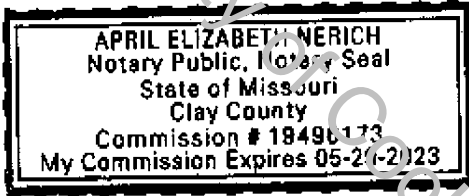
STATE OF MISSOURI) SS
COUNTY OF CLAY)

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On (Month/Day/Year) 3-12-21, personally appeared Charles John Brisco who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Notary Signature [Signature] (Seal)
Notary Printed Name April Elizabeth Nerich
My Commission Expires 5-29-23



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