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Karen A. Yarbrough
Cook County Clerk
Date: 09/22/2021 10:40 AM Pg: 1 of 7

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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, Texas 75251, and Co-Counsel
Lee Scott Perres, PC
29 North Wacker Drive, Suite 1010
Chicago, Illinois 60606

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Loan No.: 0077053924

MERS No.: 100031200012414956

MERS Phone: 1-888-679-6377

LOAN MODIFICATION AGREEMENT

Deferment Modification

This Loan Modification Agreement ("Agreement"), made this 3rd day of December, 2020, between BRAD AUBUCHON, A MARRIED MAN and KIM AUBUCHON, HUSBAND AND WIFE, whose address is 2015 N SEDGWICK ST, CHICAGO, Illinois 60614 ("Borrower/Grantor") and Ally Bank, whose address is 1100 Virginia Drive, Ft Washington, Pennsylvania 19034 ("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"), dated June 1st, 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 June 5th, 2015, and recorded in Book/Liber N/A, Page N/A, Instrument No. 1515616062, in the Official Records of COOK County, Illinois, and (2) the Note, bearing the same date as, and secured by, the Security Instrument. The Note and Security Instrument, together with any prior extensions or modifications thereof, are referred to in this Agreement as the "Mortgage," and the Mortgage covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at: 2015 N SEDGWICK ST, CHICAGO, Illinois 60614.

the real property described being set forth as follows:

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

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

1. As of the first day of the month in which this Agreement is made, the unpaid principal balance payable under the Note and the Security Instrument ("Unpaid Principal Balance") is U.S. \$1,096,638.81, consisting of the unpaid amount(s) loaned to Borrower by Lender.
2. Borrower and Lender entered into an agreement for forbearance of payments beginning on August 1st, 2020 and ending on November 30th, 2020 ("Forbearance Period"), pursuant to which the parties agreed that monthly payments of principal, interest and escrow that were otherwise due would be deferred. [As of the first day of the month in which this Agreement is made, there remains due U.S. \$9,045.15 of principal, plus U.S. \$13,210.17 of interest, plus U.S. \$0.00 of escrow payments.]
3. The Borrower and Lender agree that the payments due during the Forbearance Period have been deferred and that the term of the Mortgage will be extended by the same term as the Forbearance Period or four (4) months, such that the new Maturity Date for the Mortgage will be November 1st, 2045 ("New Maturity Date").
4. The Borrower agrees that the escrow payments that were not made during the Forbearance Period will be paid separately, as agreed by the parties.
5. Borrower shall repay in full the Unpaid Principal Balance, plus interest, and any other amounts still owed under the Note and Security Instrument, as amended by this Agreement to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.625%, from August 1st, 2020 to November 30th, 2020. Borrower agrees to make monthly payments of principal and interest of U.S. \$5,563.83, beginning on the 1st day of December, 2020, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.625% will remain in effect until principal and interest are paid in full. Borrower agrees to pay in full the Unpaid Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Unpaid Principal Balance, or (iii) the New Maturity Date.
6. 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.

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 delivered or mailed within which Borrower must pay all sums secured by the Mortgage. If Borrower fails pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on Borrower.

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7. Borrower also will comply with all other covenants, agreements, and requirements of the 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.
8. Borrower understands and agrees that:
 - a. All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - b. All covenants, agreements, stipulations, and conditions in the Note and Security Instrument 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 Security Instrument 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 or remedies on the Note and Security Instrument, 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 obligations for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
 - c. 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.
 - d. All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Lender.
 - 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. "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 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.

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4/16/21
Date

[Signature] (Seal)
BRAD AUBUCHON -Borrower

4/16/21
Date

[Signature] (Seal)
KIM AUBUCHON, signing solely to -Borrower
acknowledge this Agreement, but not to incur
any personal liability for the debt

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

BORROWER ACKNOWLEDGMENT

State of IL §
County of Cook §

On this 16th day of April, 2021, before me,
Austin Mark Hively-Johnson [name of notary], a Notary Public in and for said state,
personally appeared BRAD AUBUCHON and KIM AUBUCHON

[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)



[Signature]
Austin Mark Hively-Johnson
Type or Print Name of Notary

Notary Public, State of Illinois

My Commission Expires: 02/01/23

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Loan No.: 0077053924

Ally Bank
-Lender

7.16-2021
-Date

By: *Felice Jones*

Printed Name: Felice Jones

Its: Vice President Document Execution

LENDER ACKNOWLEDGMENT

State of New Jersey
County of Meriden

On this 16 day of July, 2021, before me,
Brian D. Parker, Sr. [name of notary], a Notary Public in and for said state, personally
appeared Felice Jones Vice President Document Execution
[name of officer or agent, title of officer or agent] of Ally Bank

[name of entity]
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)

BRIAN D. PARKER, SR.
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 8, 2024
ID# 50104356

Brian D. Parker, Sr.
Notary Signature
Brian D. Parker, Sr.
Type or Print Name of Notary
BRIAN D. PARKER, SR.
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 8, 2024
ID# 50104356
Notary Public, State of NJ
My Commission Expires: 05/08/2024

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Loan No.: 0077053924

7.16.2021

-Date

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

By: *Felice Jones*

Printed/Typed Name: Felice Jones

Its: Assistant Secretary

MERS ACKNOWLEDGMENT

State of New Jersey §
County of Meriden §

On this 16 day of July, 2021, before me,
Brian D. Parker, Sr., a Notary Public in and for said state,
personally Felice Jones, 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)
BRIAN D. PARKER, SR.
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 8, 2024
ID# 50104356

Brian D. Parker, Sr.
Notary Signature
BRIAN D. PARKER, SR.
Type or Print Name of Notary NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 8, 2024
ID# 50104356
Notary Public, State of NJ
My Commission Expires: 05/08/2024

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"EXHIBIT A"

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS.

LOT 3 IN LINDGREN, WOLDMER & GEE'S RESUBDIVISION OF LOTS 1, 2, 3, 4 AND 5 IN THE SUBDIVISION OF LOTS 14, 15, 16 AND 17 IN THE SUBDIVISION OF THE WEST 1/2 OF LOT 7 IN KUHN'S SUBDIVISION OF BLOCK 31 IN THE CANAL TRUSTEE'S SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

APN: 14-33-207-017-0000

Property of Cook County Clerk's Office