

UNOFFICIAL COPY

Doc#: 2225849193 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 09/15/2022 03:51 PM Pg: 1 of 5

Prepared by and when
recorded return to:

Second Federal, a division of
Self-Help Federal Credit Union
Attn: Mortgage Servicing
3960 West 26th Street
Chicago, IL 60623

Reviewer: MM

[Space Above This Line For Recording Data]

LOAN MODIFICATION AGREEMENT (Providing for a Term, Fixed Interest Rate and Maturity Date)

This Loan Modification Agreement ("Agreement"), made this day 26th of May, 2021, between Cain Huerta-Sanchez ("Borrower") and Self-Help Federal Credit Union, successor in interest to Second Federal Savings & Loan Association of Chicago, as the current Note holder and mortgagee, nominee or loan servicer ("Lender"), amends and supplements that certain (1) the Mortgage (the "Security Instrument"), and adjustable rate riders attached to the Security Instrument, if any, dated October 23, 2015, and recorded on October 30, 2015, as Document No. 1530319004, at page 1 of 15 with the office of the Cook County, Illinois Recorder of Deeds and (2) the Note, dated the same date as the Security Instrument, and secured by the real property described in the Security Instrument, and defined therein as the "Property," located at

5221 S. Kolin Ave. Chicago, IL 60632,

and being more particularly described on Exhibit A attached hereto and incorporated herein by reference.

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 the Security Instrument):

1. As of June 1, 2021, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$123,837.97, consisting of the amount(s) loaned to Borrower by Lender, plus any interest or any other amounts capitalized.
2. The 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 6.5%. The Borrower promises to make monthly payments of principal and interest in the amount of U.S. \$830.71, beginning on the 1st day of July 2021, and continuing thereafter on the same day of each and every succeeding month until the Unpaid Principal Balance, together with all interest accruing thereon, are paid in full. The yearly rate of interest of 6.5% will remain in effect until the Unpaid Loan Balance and all interest accruing thereon are paid in full. If on November 1, 2046, (the "Maturity Date"), 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.
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, if a beneficial interest in the Borrower is sold or transferred) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.

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

UNOFFICIAL COPY

4. The Borrower shall also 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:
- (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, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above, and
 - (c) any and all provisions, if any, in the Note or Security Instrument which provide for the Lender to make advances from the revolving line of credit.
5. 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 described in this Agreement.
 - (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 there under 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 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 Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender in writing.
 - (e) The 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.

[signatures on following page]

UNOFFICIAL COPY

Cain H.S.
Cain Huerta Sanchez

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Before me, a Notary Public in and for said County and State, personally appeared Cain Huerta Sanchez who is/are the individuals who subscribed his/her or their name(s) to the foregoing Loan Modification Agreement, and who acknowledged that they signed and delivered the Loan Modification Agreement as their free and voluntary act. Witness my hand and notarial seal on the 14 day of June, 2021.



Katia Gonzalez
Notary Public

My Commission expires:
07/05/2023

UNOFFICIAL COPY

SELF-HELP FEDERAL CREDIT UNION

By: Mary Mignon

6.3.21
Date of Lender's Signature

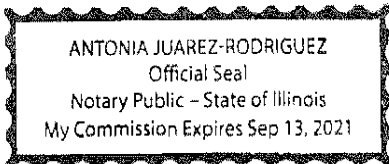
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Before me, a Notary Public in and for said County and State, personally appeared Mary Mignon, who is a Vice President of SELF-HELP FEDERAL CREDIT UNION, a federally chartered credit union, personally known to me to be the same person whose name subscribed to the foregoing Loan Modification Agreement, and who acknowledged his/her execution and delivery of the foregoing Loan Modification Agreement. Witness my hand and notarial seal on the 3rd day of June, 2021.

Antonina Juarez-Rodriguez
Notary Public

My Commission expires:

9.13.21



UNOFFICIAL COPY

EXHIBIT A

LOT 21 IN BLOCK 2 IN ARCHER HEIGHTS, A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 12, 1907 AS DOCUMENT NUMBER 4065470, IN COOK COUNTY, ILLINOIS.

PIN# 19-10-405-007-0000

Property of Cook County Clerk's Office