

UNOFFICIAL COPY

0020562602

7051/0041 51 001 Page 1 of 4

2002-05-16 10:49:34

Cook County Recorder

27.50



[Space Above This Line For Recording Data]

000081865

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement (this "Agreement"), made this 19th day of January, 2002 between Mable Cortez-Maldonado (individually and collectively "Borrower") and Liberty Savings Bank, FSB ("Lender"), amends, modifies and/or supplements (i) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") made by Borrower in favor of Lender dated July 2, 1998 and recorded as Instrument No. 00075064 of the Official Records of Cook County, State of Illinois; and (ii) the Note (the "Note") made by Borrower payable to Lender bearing the same date as, and secured by, the Security Instrument, which encumbers the real and personal property described in the Security Instrument (collectively the "Property"), located at 2843 West 51st Street, Chicago, Illinois 60632 with the real property being more particularly described as follows:

LOT 4 IN FRANK MATOUSEK'S RESUBDIVISION OF LOTS 1 TO 16 BOTH INCLUSIVE, IN BLOCK 2 IN W. H. PHARE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

In consideration of the mutual promises and agreements exchanged, Lender making and/or modifying the loan and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The recitals and information set forth above are incorporated herein by this reference.
2. As of March 1ST, 2002, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$95,101.35, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date. Borrower further agrees that there are no setoffs thereto and no defenses to or in connection with the Note or the Security Instrument, as either may have been amended from time to time.
3. 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 8.500% (the "Note Rate"), from February 1ST, 2002. Borrower promises to make monthly payments of principal and interest of U.S. \$753.49 beginning on the 1ST day of March, 2002, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. Except as otherwise provided in Section 3 below, if on March 1ST, 2007 (the "Maturity Date"), there remains unpaid amounts (of any nature) under the Note and the Security Instrument, as amended by this Agreement, Borrower agrees to pay these amounts in full on or before the Maturity Date.

5-y
Ry
my

27.50

4. Borrower will make all payments due hereunder payable to Liberty Savings Bank, FSB at Lender's place of business located at 2251 Rombach Avenue, PO Box 1000, Wilmington, Ohio 45177-1000 or at such other location as Lender may designate in writing.

5. Conditional Right To Refinance.

Upon the Maturity Date, Borrower may exercise the option to obtain a new loan (the "New Loan") with a new Maturity Date of August 1, 2028, (the "New Maturity Date") and with an interest rate equal to the "New Loan Rate" (calculated and defined in Section 8 below), provided that, all conditions precedent set forth in Sections 6 and 7 of this Agreement are satisfied (the "Conditional Refinance Option"). If said conditions precedent are not satisfied, Borrower acknowledges that Lender is under no obligation to (a) make the New Loan; (b) further amend and/or modify the Note; (c) reset the Note Rate; or (d) extend the Maturity Date of the Note. In the absence of obtaining the New Loan, for any reason, Borrower agrees to pay all amounts due and owing under the Note and the Security Instrument in full on or before the Maturity Date.

6. Conditions Precedent.

In the event Borrower desires to exercise the Conditional Refinance Option and in addition to any other conditions which must be satisfied as set forth in this Agreement, the following conditions precedent must be satisfied as of the Maturity Date: (a) Borrower must be the owner(s) and occupant(s) of the Property; (b) Borrower's monthly payments must be current and cannot have been more than thirty (30) days late on any of the twelve (12) scheduled monthly payments immediately preceding the Maturity Date; (c) there are no liens, defects or encumbrances, nor are there rights or claims which may give rise thereto, against the Property; (d) there are no other adverse matters affecting title to the Property (except for taxes and special assessments not yet due and payable) arising after the Security Instrument was recorded; (e) the New Loan Rate cannot be more than five (5) percentage points above the Note Rate; and (f) Borrower must deliver the Exercise Notice (defined below) to Lender in accordance with Section 7 below.

7. Exercising Conditional Refinance Option.

Lender shall notify Borrower at least sixty (60) calendar days in advance of the Maturity Date and advise Borrower of the principal, accrued but unpaid interest and all other sums due and owing by Borrower on the Maturity Date. Lender shall further advise whether Borrower is entitled to exercise the Conditional Refinance Option in accordance with and pursuant to the terms and provisions of this Agreement. Provided Borrower is entitled to exercise said option, Lender shall provide Borrower's payment record information, together with the name, title and address of the person representing Lender that Borrower must notify in order to exercise the Conditional Refinance Option.

In the event all conditions precedent are satisfied, Borrower may exercise the Conditional Refinance Option by notifying Lender in writing (the "Exercise Notice") no earlier than sixty (60) calendar days and no later than forty-five (45) calendar days prior to the Maturity Date. Lender shall calculate the New Loan Rate upon its receipt of the Exercise Notice in accordance with Section 8 of this Agreement. Borrower will then have thirty (30) calendar days to provide Lender with proof of Borrower's required ownership, occupancy and Property lien status, all in form satisfactory to Lender in its discretion. On or before the Maturity Date, Lender will advise Borrower of the New Loan Rate, the new monthly principal and interest payment amount (as calculated in accordance with Section 9 of this Agreement) and the date, time and place at which Borrower must appear to sign any instruments, agreements or other documents required by Lender to evidence the New Loan.

8. Calculating the New Loan Rate.

The New Loan Rate applicable to the New Loan shall be a fixed rate of interest equal to the Federal Home Loan Mortgage Corporation's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one and one-half percent (1.50%), rounded up to the nearest one-eighth of one percent (0.125%) (the "New Loan Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that Lender receives notice of Borrower's election to exercise the Conditional Refinance Option. If this required net yield is not available, Lender will determine the New Loan Rate by using comparable information.

9. Calculating the New Payment Amount.

Provided the New Loan Rate as calculated in Section 8 is not greater than five (5) percentage points above the Note Rate and all other conditions precedent are satisfied, Lender shall determine Borrower's payments of principal and interest that will be sufficient to repay in full (a) the unpaid principal balance of the New Loan as of

the Maturity Date; plus (b) accrued but unpaid interest; plus (c) all other sums due and owing by Borrower under the Note and the Security Instrument as of the Maturity Date, over the term of the New Loan at the New Loan Rate in equal monthly payments.

10. At the closing of the New Loan, Borrower agrees to pay a two hundred and fifty dollar (\$250.00) processing fee, together with any other fees and costs associated with the exercise of the Conditional Refinance Option, including but not limited to, the cost of updating the title insurance policy.

11. Borrower hereby reaffirms the duty to comply with all other covenants, agreements, and requirements of the Note and/or 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 Note and/or the Security Instrument; however, the following terms and provisions are forever canceled and deemed null and void, as of the date of this Agreement:

- (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 is part of, the Note or the Security Instrument and that contain any such terms and provisions as those referred to in (a) above.

12. Except as otherwise set forth herein, all provisions contained in the Note and the Security Instrument pertaining to late charges, default interest or other remedies of Lender shall remain in full force and effect and unmodified by this Agreement.

13. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and/or the Security Instrument.

14. Except as otherwise specifically provided in this Agreement, all terms and provisions of the Note and the Security Instrument shall remain unmodified and in full force and effect, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

15. Borrower agrees that at any time and from time to time after the execution of this Agreement and upon the request of Lender, to do, execute and deliver, or to cause to be done, executed and delivered all such further acts, documents of correction and/or assurances as may be required for the consummation of the transaction contemplated by this Agreement.

16. No amendment, modification or cancellation of this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.

17. By signing this Agreement, Borrower and Lender agree to all of the above and acknowledge receipt of pages 1 through 3 of this Agreement.

Liberty Savings Bank, FSB

-Lender (Seal)

Mable Cortez-Maldonado

-Borrower (Seal)

By:

Debra L. Kassinos
Vice President

- Borrower (Seal)

[Acknowledgment(s) Attached]

UNOFFICIAL COPY

20562602

Signed and acknowledge in the presence of:

Debra M. Maggerty
Witness to Lender, Liberty Savings Bank F.S.B.

Janet L. Walther
Witness to Lender, Liberty Savings Bank F.S.B.

State of Ohio, County of Clinton, ss

On this 1st day of FEBRUARY, 2002 before me, the subscriber, a Notary Public in and for said state, personally came, Liberty Savings Bank F.S.B., by Debra L. Kassinos, its Vice President, the "Lender" in the foregoing Loan Modification Agreement, and acknowledged the signing thereof to be his/her and its voluntary act and deed, pursuant to authority of its Board of Directors.

In testimony whereof, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Sharon E. Herzog
Notary Public
SHARON E. HERZOG, Notary Public
in and for the State of Ohio
My Comm. Expires Aug. 26, 2005
Recorded in Clinton County

Signed and acknowledged in the presence of:

[Signature]
Witness to Borrower

[Signature]
Witness to Borrower

State of Illinois, County of Cook ss

On this 13th day of February, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Mabel Cortez Maldonado known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name she/he subscribed to the foregoing Loan Modification Agreement and acknowledged that he/she executed the same.

In Testimony thereof, I have hereunto subscribed my name and affixed my seal on the day and year aforesaid.



Stacey LaTona
Notary Public

Mail To: Liberty Lending Ser Inc.
P.O. Box 1000
Wilming ton, OH 45177-9969.
[Signature]

UNOFFICIAL COPY

Property of Cook County Clerk's Office