

00269308

2774/0001 52 001 Page 1 of 2  
2000-04-18 08:46:09  
Cook County Recorder 43.50



[Space Above This Line For Recording Data]



## ADJUSTABLE RATE MORTGAGE LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **16 February, 2000**, between **Mary Logan** ("Borrower(s)") and **Liberty Lending Services, Inc.** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated 11/4/1994, recorded as document # 94974586 of the **Official Records of Cook County, IL** 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 **956 N. Lawler Ave., Chicago, IL 60651**, the real property described being set forth as follows:

LOT 48 IN BLOCK 2 IN GOVER'S SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 16-04-417-021-0000

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

1. As of **February 16, 2000**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$80,921.51**, consisting of the amount(s) loaned to the Borrower by Liberty Lending Services, Inc. and any interest capitalized to date (U.S. **\$0.00**) and escrow and fees capitalized to date (U.S. **\$0.00**), making a total principal balance of U.S. **\$80,921.51**.

### 2. INTEREST

Interest will be charged on unpaid principal balance until the full amount has been paid. I will pay interest at a yearly rate of **10.60%**. The interest rate I will pay will change in accordance with Section 4 of this Agreement.

### 3. PAYMENTS

#### A) Time and Place of Payments:

I will pay principal and interest by making payments every month. I will make my monthly payments on the first day of each month beginning **3/1/2000**. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I now owe under this Agreement. My monthly payments will be applied to interest before principal. If, on **7/1/2028**, I still owe amounts under this Agreement, I will pay those amounts in full on that date, which is called the "maturity date." I will make my monthly payments at **P.O. Box 5312, Cincinnati, OH 45201-5312**, or at a difference place if required by the Note Holder.

#### B) Amount of My Initial Monthly Payments:

Each of my initial monthly payments will be in the amount of U.S. **\$752.31**. This amount may change.

#### C) Monthly Payment Changes:

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Agreement.

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### A) Change Dates:

The interest rate I pay may change on the **1st day of February, 2001** and on that day every **6th month** thereafter. Each date on which my interest rate could change is called the "Change Date."

#### B) The Index:

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of the interbank offered rates for six-month U.S. dollar denominated deposits in the London market ("LIBOR") as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index." If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this change.

#### C) Calculation of Changes:

Before each Change Date, the Note Holder will calculate my new interest rate by adding **FIVE AND NINETY-FIVE HUNDREDS** percentage points (**5.950%**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (**0.125%**). Subject to the limits stated in Section 4D) below, this rounded amount will be my new interest rate until the next Change Date. The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date of my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

Sy  
PR  
J-  
My  
DP

# UNOFFICIAL COPY

Faint, illegible text at the top of the page, possibly a header or title.

Property of Cook County Clerk's Office

Faint, illegible text in the middle section of the page.

D) Limits on Interest Rate Change: My interest rate will never increase on any single Change Date by more than one points (1.0%) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 18.60% or less than 12.60%.

E) Effective Date of Change: The interest rate I am required to pay at the first Change Date will not be greater than 13.60% or less than 12.60%. Thereafter, my new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

F) Notice of Changes: The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

5. The borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payment of taxes, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.

6. If all or any part of the Property or any interest in it 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 the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

7. 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.

Liberty Lending Services, Inc. - Lender

J.B. Stamper, Vice President

[Signature of J.B. Stamper]

Mary Logan

[Signature of Mary Logan] (Seal) Borrower

STATE OF IL COUNTY OF COOK

On this 22nd day of February, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Mary Logan, known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed it.

WITNESS my hand and official seal.



[Signature of Adeline A. Rospond] Notary Public, State of IL My Commission expires:

STATE OF OHIO COUNTY OF CLINTON

On this 10 day of March, 2000, before me personally appeared J.B. Stamper, Vice President, of Liberty Lending Services, Inc., a Corporation of the United States. The seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors; and said he acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



DOUGLAS M. LITTLE Notary Public, State of Ohio My Commission Expires Feb. 4, 2003 Recorded in Clinton County

[Signature of Douglas M. Little] Notary Public, State of OHIO My commission expires: 02-04-03

UNOFFICIAL COPY

Property of Cook County Clerk's Office