Doc#: 0326939222

Eugene "Gene" Moore Fee: \$46.50

Cook County Recorder of Deeds

LOAN MODIFICATION AGREEM Date: 09/26/2003 04:45 PM Pg: 1 of 2

This Loan Modification Agreement ("Agreement"), made this 18th day of September 2003 between Kathy M. Johnson, formerly known as Kathy M. Owens and her husband Charlie Johson ("Borrower") and Video Image Professional Inc. ("Lender"), amends and supplements the Mortgage, dated October 30, 1989 and recorded in with the Recorder of Deeds for Cook County Illinois on March 22, 1990 as document number 90128045 and the Note, bearing the same date as, and secured by the real property located in Chicago Illinois and having the legal description as follows:

Lot 21 (except the north 20 feet thereof) and Lot 22 in Block 4 in Calvin's Subdivision of the south east 1/4 of the northwest 1/4 of Section 36, Township 38 North, Range 13 East of the Third Frincipal Meridian, in Cook County Illinois

Commonly known as: 8138 South Richmond Avenue, Chicago II 60652

Tay ID. No.:

19-36-120-061-0000

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

- 1. As of September 17, 2003, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$14,853.31, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date, attorneys fees and expenses incurred by the Lender in its mortgage foreclosure action.
- 2. Borrower promises to pay the Unpaid Principal Falance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 16% from September 17, 2003. Borrower promises to make monthly payments of principal and interest of U.S. \$300.00, beginning on the 17th day of October 2003, and continuing thereafter on the farre day of each succeeding month until principal and interest are paid in full. The yearly rate of 16% will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower wa ves any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on (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. Borrower will make such payments a Video Image Professional Inc., Suite 343, 3904 North Druid Hills Road, Decatur, GA 30033 or at such other place as Lender may require. If monthly payment is not received with 15 days of being due, there will be assessed a late penalty fee of 5% of the payment amount.
- 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 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 this Security Insurument. 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 given in accordance within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
- 4. Borrower also will 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:

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UNOFFICIAL COPY

None.

5. 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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement. Further as additional consideration to this agreement, the husband Charlie Johnson agrees to become jointly liable for this note.

	comply with, all of the terms and provisions diefeot, as anichted by this Agreement. I dealer as according to this agreement, the husband Charlie Johnson agrees to become jointly liable for this note.
	6. Borrowers waive all right of homestead exemption in the property.
	Charles Johnson, or Borrower Date
0	Kathy M. Johnson, Burower Date
	State of Illinois)
	I, le
	witness whereof I hereto set my name and official seal Notary of the Public
	My commission Expires: DELILAN VRIGHT MOTARY PUBLIC, SYNTS OF ILLINOIS MY COMMISSION STORES: 01/10/25
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