

Doc#: 0327347206

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 09/30/2003 02:04 PM Pg: 1 of 4

[Space above reserved for recording]

### LOAN MODIFICATION AGREEMENT

Loan No. 1409493753
"Borrower", whether one or more:
Dawn Gillerman
Erica Barnes

Mail Address: 420 Shagbark Court Barrington, IL 60010

This LOAN MODIFICATION AGREEMENT ("Agreement"), dated as June 5, 2003 between the Borrower and Allegacy Federal Credit Union ("Lender"), amends and supplements: (1) the MORTGAGE (the "Security Instrument"), dated August 31, 2001, and recorded September 6, 2001 Document Number 0010825364 in the Office of Official Records of Cook County, IL; and (2) the ADJUSTABLE RATE NOTE (the "Note") bearing the same date as, and secured by, the Security Instrument, which Security Instrument covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 420 Shagbark Court. See attached EXHIBIT A for the legal description of the Property

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 July 1, 2003, the principal amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is US \$520,256.57 consisting of the amount(s) loaned (c the Borrower by the Lender, and any interest capitalized to date, and all principal reductions.
- 2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.25%, from the date of dist urse ment of the proceeds of the Note, through and including, June 1, 2008, the first "Change Date" under the terms of the Note, and thereafter at the annual adjustable interest rate determined in accordance with Paragraph 4 of the Note. The Borrower promises to make monthly payments of principal and interest of US \$2,638.45, beginning on July 1, 2003 and continuing monthly thereafter on the first day of each month until all amounts outstanding are paid in full.
- 3. If on September 1, 2031 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Loan Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date. The Borrower will make such payments at 1501 Woodfield Road Schaumburg IL 60173 or at such other place as the Lender may require.

SY Py min

## **UNOFFICIAL COPY**

- 4. The Borrower also will comply with all other covenants, agreements, and requirements of the Note and Security Instrument, including without limitation the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.
- 5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part, of the Note or 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.

the terms and provisions thereof.	
See attached Exhibit A	
BORROWER:  Dawn Gillerman	<u>Allia Barnes</u> Erica Barnes
WITNESSES:  Mary Mandinetti Oz	abelia L. Mos
Print Name: Mary Grandinctt)  Borrower's Notarial Cartificate of Asimous Asimo	Print Name: Walter C. Mose
Borrower's Notarial Certificate of Acknowledgment	nt:
STATE OF LLINOIS, COUNTY OF	()()  < , ss:
The foregoing instrument was acknowledged 2001, by Lawn I GLLERMAN	before me on this 16 be day of 1005
2001, by WAUNT GILLERMAN	who is personally known to me or who has
produced as identificat	ion and who did take an oath.
My commission Expires: ZAN 13, 2004	Carpina A. Malaria
"OFFICIAL SEAL" Caroline A. Malarski Notary Public, State of Illinois My Commission Expires Jan. 13, 2004	Notary Public

# **UNOFFICIAL COPY**

### Mortgagee's Execution and Acknowledgement

Attes	LENDER: Allegacy Federal Credit Union st:
Ву: _	Its Assistant Vice President
Ву:	Its Mortgage Banking Office
Lend	ler's Notarial Certificate of Acknowledgment;
STA	TE OF MORLA (PROLIMA)
COU	NTY OF DECK ) SS.
before and be instruction forth.	, a Notary Public in and for said County in the State said, DO HEREBY CERTIFY that
(Imp	ress official seal here)
	OFFICIAL SEAL  BRIDGET L. HOFMANN  NOTARY PUBLIC  COUNTY OF DAVIDSON  y Commission Expires August 22, 2006

This instrument prepared by, and after recording, return to: Gino Colletti ALLEGACY FEDERAL CREDIT UNION

1501 Woodfield Road, Suite 400 East Schaumburg, Illinois 60173-4982

Attention: Gino Colletti

Phone: 1-866-721-3204 Extension 8180

0327347206 Page: 4 of 4

## **UNOFFICIAL COPY**

### **EXHIBIT "A"**

#### PARCEL 1:

LOT 5 IN FIELDING PLACE, PLANNED UNIT DEVELOPMENT OF PART OF THE NORTHWEST ¼ OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### · PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS SET FORTH BY GRANT RECORDED DECEMBER 20, 1989 AS DOCUMENT 89609142 MADE BY FIELDING PLACE NEIGY BORHOOD ASSOCIATION FOR THE BENEFIT OF PARCEL 1 OVER OUTLOT B IN FIELDING PLACE, PLANNED UNIT DEVELOPMENT OF PART OF PRINCI.

PRINCI.

COLUMN CLART'S OFFICE THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIS PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.