



Doc#: 0430947073
Eugene "Gene" Moore Fee: \$26.50
Cook County Recorder of Deeds
Date: 11/04/2004 01:00 PM Pg: 1 of 2

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LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 1st day of November, 2004 between Milija Memishi, an unmarried person ("Borrower") and Hemlock Federal Bank for Savings ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated October 31, 1997 and recorded as document 97841025, at the Records of Cook County, Illinois and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in Security Instrument and defined therein as the "Property" located at 2336 North Commonwealth Unit 108 Chicago, Illinois 60614 the real property described being set forth as follows:

UNIT 108 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 2336 NORTH COMMONWEALTH CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 26036335, IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 14-33-200-015-1008

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

1. As of November 1, 2004, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$47,706.44, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.000% from November 1, 2004. The Borrower promises to make monthly payment of principal and interest of U.S. \$319.08, beginning on December 1, 2004 and continuing thereafter on the same day each succeeding month until principal and interest are paid in full. If on November 1, 2027 (the New "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the New Maturity Date.

The Borrower will make such payments at P.O. Box 35 Oak Forest, Illinois 60452 or at such other place as the Lender may require.

3. 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)

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without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice 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.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limited, the Borrower's covenants and agreements to make payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the 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 or other instrument of document that is affixed to, wholly or partially incorporated into, or is part of, the Note and Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

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 provision thereof, as amended by this Agreement.

Borrower has executed and acknowledges receipt of pages 1 and 2 of this Loan Modification Agreement.

Hemlock Federal Bank for Savings 11/01/04 (Seal) Neil Christensen 11/01/04 (Seal)
 Date - Lender Neil Christensen, V.P. Date-Lender

Milija Memisi 11/01/04(Seal) _____ (Seal)
 Milija Memisi Date-Borrower Date-Borrower

Space Below This Line For Acknowledgements