## **UNOFFICIAL COPY**

This document was prepared by: Liberty Bank for Savings 7111 West Foster Avenue Chicago, IL 60656-1988 V. Barbias



0617947132 Fee: \$28.50 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 06/28/2006 10:40 AM Pg: 1 of 3

Space Above This Line For Recording Data-----



Loan Number 1019518289

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective May 4, 2006, between LAWRENCE FRIEND, Married to Nancy A Friend and Alanacio Hernandez, single never married, ("Borrower") and Liberty Bank for Savings ("Lender"), and amends and supplements (1) the Adjustable Rate Note made by the Borrower, dated January 28, 2000, in the principal sum of U.S. \$315,000.00 and (2) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), recorded on January 31, 2000, as Document No. 00077690 Cook County, Illinois. The Security Instrument, which was entered in o as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument as the "Property"), which is located in Cook County at 1302 N Cleaver Chicago, Illinois 60622. That real property is described as follows:

Lot 34, in Block 2 in the Subdivision of Block 10, in the Canal Trust 2's Subdivision of part of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook Count, Illinois 

PIN No. 17-05-117-051-0000.

The parties herein for mutual consideration agree to modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received the Borrower and Lender agree to modify the terms of the Note and Security Instrument for one or more of the following reasons. The Borrower and Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

0617947132 Page: 2 of 3

## UNOFFICIAL COPY

_X_	To modify and convert said Adjustable Rate Note and Mortgage to a Fixed Rate Balloon	Note and Mortgage
aujusu	ng the interest rate from 8.250% to 7.375%, with a balloon payment due on April 1, 2011	

 $X_{\text{date}}$ . To modify the principal and interest payment from \$2,481.77 to \$2,330.47 effective with the May 1, 2006 due date.

WHEREAS, the parties desire to restate the medified terms of said loan so that there be no misunderstanding:

THEREFORE, in consideration of the sum of \$1000 and other good and valuable consideration, Borrower and Lender agree as follows:

That as of the date of the Modification, the unpaid princ pa balance of indebtedness is \$284,245.74, all of which borrower promises to pay with interest at 7.375% per annum until paid in full and that the same shall be payable in monthly installments of \$2,330.74 beginning on the first day of May, 2006 to be applied as provided in the Note and Mortgage identified above, plus a sum estimated to be sufficient to discharge tax and insurance obligations (which estimated sum may be adjusted as necessary). Such monthly installments shall continue until the entire indebtedness evidenced by the Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on April 1, 2011.

Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and the 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.

Nothing in this Modification shall be understood to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

0617947132 Page: 3 of 3

## **UNOFFICIAL COPY**

LIBERTY BANK FOR SAVINGS
By: May 4, 2006 Valentina Barbias, Vice President  May 4, 2006
Attest: Bernice Wawrzyniec, Assistant Secretary
LAWRENCE FRILITE also known as Lawrence R. Friend
LAWRENCE R. FRIEND, Living Trust lated December 8, 2000
Lawrence R. Friend, Trustee
Nancy A. Friend, Trustee
Subscribed and sworn to before me this Charles of Control of Contr
Notary Public
CONSENT TO LOAN MODIFICATION
The undersigned endorser or endorsers, guarantor or guarantors, or other secondary obligor or colisors, including an original unreleased borrower or borrowers, hereby consent to the foregoing Loan Modification Agreement.
LAWRENCE FRIEND, Also known as Lawrence R. Friend  5/12/06 (date)
LAWRENCE R-FRIEND, Living Trust dated December 8, 2000
BY: Journal Trustee  Lawrence R Friend, Trustee
Mancy A. Friend, Trustee
MAIL RECORDED DOCUMENT TO: Liberty Bank for Savings; 7111 W Foster Ave., Chicago, Il 60656-1988

Attn: V. Barbias

Loan modification Agreement [LOANMOD1.DOC] dtd. 10/96 vers. 1.3- page 3 of 3