

# UNOFFICIAL COPY



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

Doc#: 0622131083 Fee: \$28.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/09/2006 12:52 PM Pg: 1 of 3

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Loan Number 1019319751

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective June 26, 2006, between JOHN E DONAHUE and DIANE M DONAHUE, HUSBAND AND WIFE ("Borrower") and Liberty Bank for Savings ("Lender"), and amends and supplements (1) the Adjustable Rate Note made by the Borrower, dated June 7, 2002, in the principal sum of U. S. \$415,800.00 and (2) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), recorded on June 21, 2002, as Document No. 0020093504 in Cook County, Illinois. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located in Cook County at 2017 Des Plaines Ave, Park Ridge, Illinois, 60068. That real property is described as follows:

Lot 11 in Block 1 in Feurborn and Klode's Kenilworth Woods Subdivision or Lot 5 in S. Greenbaum's Subdivision of that part of the West 1/2 of the North East 1/4 of Section 34, Township 41 North, Range 12, East of the Third Principal Meridian, lying North of the Road Except the West 4.50 chains of the North 13 chains thereof in Cook County, Illinois.

PIN # 09-34-206-002-0000

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.

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1-3  
W. Kelly

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To modify and convert said Adjustable Rate Note and Mortgage to a Fixed Rate Note and Mortgage adjusting the interest rate from 6.000% to 6.750%.

To adjust the principal and interest payment from \$2,492.93 to \$2,678.01 effective with the July 1, 2006 due date.

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

THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, Borrower and Lender agree as follows:

That as of the date of the Modification, the unpaid principal balance of indebtedness is \$393,828.71, all of which borrower promises to pay with interest at 6.750% per annum until paid in full and that the same shall be payable in monthly installments of \$2,678.01 beginning on the first day of July, 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 July 1, 2032.

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.

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LIBERTY BANK FOR SAVINGS

By: *Valentina Barbias*  
Valentina Barbias, Vice President

Date: June 26, 2006

Attest: *Bernice Wawrzyniec*  
Bernice Wawrzyniec, Assistant Secretary

BORROWER:

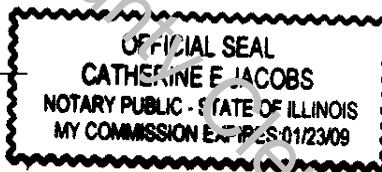
*John E Donahue*  
JOHN E DONAHUE

Date: 6-26-06

*Diane Donahue*  
DIANE M DONAHUE

Subscribed and sworn to before me this 26<sup>th</sup> day of June, 2006.

*Catherine E Jacobs*  
Notary Public



**CONSENT TO LOAN MODIFICATION**

The undersigned endorser or endorsers, guarantor or guarantors, or other secondary obligor or obligors, including an original unreleased borrower or borrowers, hereby consent to the foregoing Loan Modification Agreement.

*John E Donahue*  
JOHN E DONAHUE

Date: 6-26-06

*Diane Donahue*  
DIANE M DONAHUE

Mail recorded document to:  
Liberty Bank for Savings  
7111 West Foster Avenue  
Chicago, IL 60656-1988  
Attention: V. Barbias