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Created by: Tamara Rivera
Mail Code: 10-6438-CA5
601 Penn Street
Reading PA 19601

Loan # 013-6302799

Parcel # 24 31 402 2

MODIFICATION AGREEMENT

This Modification Agreement (the "Agreement"), dated **December 2, 2005**, is between Sovereign Bank, the "Lender," and **Thomas J. Cleary and Nicole Cleary**, whether one or more persons called the "Borrower." It relates to a loan made by Lender to Borrower on **September 26, 2005**, which is evidenced by a Note in the amount of **\$530,000.00**. Repayment of the Note is secured by a Mortgage or Deed of Trust (the "Security Instrument") of the same date and amount that was granted by Borrower to Lender on "Property located at **432 Shadow Creek Drive, Palos Heights, IL 60463**. The Property is more fully described in the Security Instrument. The Security Instrument was recorded in the County Clerk's or other Office for the Recording of Deeds and Mortgages (or Deeds of Trust) of **Cook County, IL** in Mortgage or Deed of Trust Book _____, at Page(s) _____ Recorded **10/14/05**

Inst # 0528747060

BACKGROUND

Borrower and Lender acknowledge and agree that the Note and Security Instrument were completed in error. By this Agreement, Borrower and Lender desire to correct the terms of the Note and Security Instrument to reflect the terms of the loan they actually agreed upon.

AGREEMENT

In consideration of the Background above and intending to be legally bound hereby, Lender and Borrower agree to modify and amend the Note and Security Instrument as follows (check applicable box(es) and complete as necessary):

- [N/A] The date of the Note and Security Instrument is _____, which is the actual date on which these documents were signed by the Borrowers.
- [N/A] The First Change Date should be _____.
- [N/A] The Margin is _____%.
- [N/A] The Interest Rate Borrower is required to pay at the First Change Date will not be more than _____% or less than _____%.
- [N/A] Borrower's Interest Rate after the First Change Date will never increase or decrease on any single Change Date by more than _____% from the rate in effect prior to such Change Date.
- [N/A] The Lifetime Rate Cap is _____.
- [N/A] The First Payment Due Date should be _____.
- [N/A] The Maturity Date should be _____.
- [N/A] The Interest Rate until the next Change Date is _____.
- [X/X] The Street Address should be 432 Shadow Creek Drive.

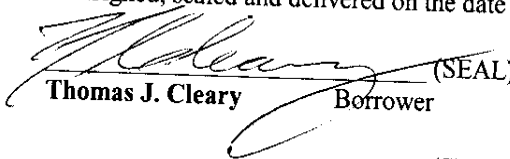
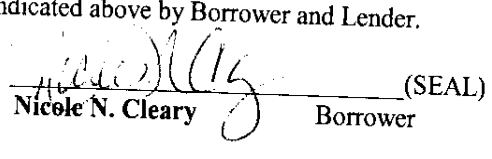


Doc#: 0623555115 Fee: \$46.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/23/2006 02:16 PM Pg: 1 of 2

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In all other respects the provisions of the Note and Security Instrument shall remain in full force and effect. Signed, sealed and delivered on the date indicated above by Borrower and Lender.

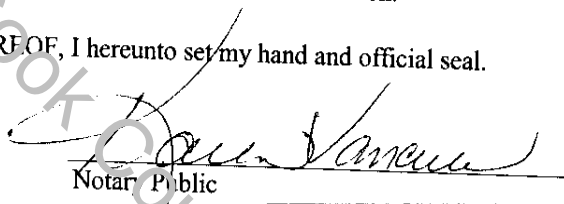
 (SEAL)  (SEAL)
 Thomas J. Cleary Borrower Nicole N. Cleary Borrower
 _____ (SEAL) _____ (SEAL)
 Borrower Borrower

ACKNOWLEDGMENT

STATE OF Illinois :
 COUNTY OF Cook : ss.

On December 28 2005 before me, the undersigned officer, personally appeared Thomas J. Cleary and Nicole Cleary, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed as Borrower(s) to the within instrument and acknowledged that he/she/they voluntarily executed the same as his/her/their free act and deed and desired it to be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


 Notary Public

My Commission Expires:



CORPORATE ACKNOWLEDGMENT

SOVEREIGN BANK

By: Susan McCarthy Title Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA : SS.

COUNTY OF BERKS:

On December 2, 2005, before me, the undersigned officer, personally appeared Susan McCarthy, who acknowledged herself to be the Assistant Secretary of Sovereign Bank, a corporation, and that she, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as such officer.

LEGAL DESCRIPTION:

PARCEL 1: LOT 88 OF WESTGATE VALLEY ESTATES UNIT 2, A SUBDIVISION OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 09103789 IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINE IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NO. 99465828 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

34-31-402-002