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Doc#: 0721131082 Fee: \$28.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/30/2007 02:52 PM Pg: 1 of 3

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



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Loan Number 1028400456

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective June 25, 2007, between BERNARDO C. LIVAS and LOURDES C. LIVAS, Husband and Wife ("Borrower") and Liberty Bank for Savings ("Lender"), and amends and supplements (1) the Note made by the Borrower, dated April 23, 2007, in the original principal sum of U. S. \$352,000.00, and (2) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), recorded on May 1, 2007, as Document No. 0712105045 in Cook County, State of 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 1745 W. Chariot Court, Mount Prospect, Illinois 60056, described as follows:

PARCEL 1: That part of Lot 1 in Richmond Subdivision, being a Subdivision of part of the Southeast 1/4 of Section 22, Township 41 North, Range 11, East of the Third Principal Meridian, described as follows:

Commencing at the South East corner of said Lot: Thence due West (being an assumed bearing for this legal description) along the South line of said Lot 1, 958.79 feet; thence due North 27.90 feet to a point for the place of beginning of the property herein described: Thence due west 49.80 feet, thence due North 54.75 feet; thence due East 49.80 feet; thence due South 54.75 feet, the place of beginning in Cook County, Illinois.

PARCEL 2: Easements for ingress and egress for the benefit of Parcel 1 as set forth in the Declaration of Easements, Covenants and Restrictions recorded as Document No. 24028900 as amended by supplemental Declaration Recorded as Document No. 24384777, all in Cook County, Illinois.

PIN # 08-22-401-048

The Borrower has requested that the Lender 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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 X To correct the maturity date of said Mortgage and Note from May 1, 2007 to May 1, 2012.

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 \$324,706.20, all of which borrower promises to pay with interest at 6.50% per annum until paid in full and that the same shall be payable in monthly installments of \$2,054.22 beginning on the first day of July, 2007, 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 May 1, 2012.

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 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

June 25, 2007

Attest: Bernice Wawrzyniec
Bernice Wawrzyniec, Assistant Vice Pres./Assistant Sec.

BORROWER:

Bernardo C. Livas
BERNARDO C. LIVAS

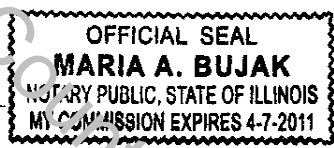
7/5/07

LOURDES C. LIVAS

STATE OF ILLINOIS; COUNTY OF COOK SS:

Subscribed and sworn to before me this 5th day of July, 2007

Maria A. Bujak
Notary Public



CONSENT TO LOAN MODIFICATION

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

Bernardo C. Livas
BERNARDO C. LIVAS

7/5/07 (date)

LOURDES C. LIVAS

Mail recorded document to:
LIBERTY BANK FOR SAVINGS
7111 W. Foster Ave.,
Chicago, Illinois 60656-1088
Attention: V. Barbias

