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Doc#: 0814034052 Fee: \$62.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/19/2008 10:07 AM Pg: 1 of 3

## LOAN MODIFICATION AGREEMENT (Providing for Adjustable Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 23<sup>rd</sup> day of April, 2008, between David E. Robinson ("Borrower"), married to Lottrell Wiley Robinson, and BankFinancial FSB, (formerly known as Financial Federal Trust and Savings Bank), its successors and/or assigns (hereinafter commonly referred to as the "Bank" ("Lender")), amends and supplements the Adjustable Rate Note dated February 4, 1997 and executed by Borrower in favor of Lender (the "Note"), the obligations of which are secured by a Mortgage dated February 4, 1997 and recorded in the Recorder of Deeds of Cook County, State of Illinois as document number 97-100578, (the "Security Instrument"), encumbering and creating a mortgage lien on the real and personal property described in the Security Instrument and defined therein as the "Property", located at

**5130 Riverside, Richton Park, Illinois 60471**

(Property Address)

the real property described being set forth as follows:

**Lot 270 in Burnside's Lakewood Manor Unit Number 8, a Subdivision of part of the Northeast Quarter and part of the Northwest Quarter of Section 33, Township 35 North, Range 13, East of the Third Principal Meridian, In Cook County, Illinois.**

**PIN: 31-33-209-006-0000**

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.**

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

1. As of April 1, 2008, the amount due and payable under the Note and the Security Instrument was U.S. \$109,497.91, consisting of (a) \$103,555.21 in unpaid principal, (b) \$3,927.70 in unpaid interest; and (c) \$2,015.00 in unpaid real estate tax installment payments.
2. As of April 1, 2008, the interest rate payable under the Note will change to 6.25% pursuant to the terms of the Note.
3. Borrower is in default under the Note and Security Instrument in that he has failed to make scheduled monthly payments that were due under the Note on December 1, 2007, January 1, 2008, February 1, 2008, March 1, 2008, and April 1, 2008, respectively.
4. Borrower has represented to Lender that the above arrearage was caused by a temporary loss of employment on the part of Borrower and his spouse, and has requested Lender to modify the Note to allow him to temporarily defer principal and interest payments until June 1, 2008, as described below.
5. Concurrently with the execution of this Agreement, Borrower shall pay Lender the amount of \$2,015.00, representing the real estate tax installment payments that are due under the Note for the period from December 1, 2007 through April 1, 2008. This Agreement will not become effective, and will be null and void, if Borrower fails to make this payment to Lender when due.
6. Commencing on May 1, 2008, Borrower shall thereafter make timely and punctual real tax installment payments on the first day of each succeeding month in such amounts as required by Lender and the terms

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of the Note. The current amount of the monthly real estate tax installment payment is \$416.65. This amount is subject to change in accordance with the terms of the Note.

7. Subject to the terms of this Agreement, the Note and the Security Instrument, and provided that Borrower is not in default of his obligations hereunder and thereunder, Lender will permit Borrower to suspend making monthly principal and interest payments under the Note until June 1, 2008. The next scheduled monthly payment date under the Note shall be June 1, 2008.
8. All unpaid interest accruing under the Note for the period from December 1, 2007 payment through May 1, 2008 payment, shall be added to the unpaid principal balance of the Note.
9. The interest rate Borrower will pay may change in accordance with the terms of the Note. The amount of Borrower's monthly payments may also change in accordance with the terms of the Note.
10. On or after June 1, 2008, Borrower will continue to make full monthly payments of principal, interest, real estate tax installment payments on or before the first day of each succeeding month until all amounts due under the Note are paid in full, except that, if not sooner paid, the final payment of all amounts owed shall be due and payable on the 1<sup>st</sup> day of June, 2027, which is the scheduled maturity date under the Note, as amended by the Modification Agreement between Borrower and Lender dated April 24, 2002.
11. If on the scheduled maturity date, Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the scheduled maturity date.
12. Borrower understands and agrees that:
  - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder. Lender retains the right to accelerate the obligations under the Note when Borrower is in default, including the exercise of its rights and remedies under the Note and the Security Instrument and the initiation of foreclosure proceedings.
  - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
  - (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
  - (d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
  - (e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
  - (f) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

Signatures appear on next page

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BankFinancial, F.S.B. -Lender

David E. Robinson  
David E. Robinson -Borrower

By: Noel DeMaie  
S. Vice President

Lottrell Wiley Robinson  
Lottrell Wiley Robinson, -Borrower  
Signing strictly for the sole purpose of waiving my  
Homestead Rights

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[Space Below This Line for Acknowledgements]

State of ILLINOIS. COOK County ss:

I, the undersigned, a Notary Public in and for the said county and state do hereby certify that **David E. Robinson and Lottrell Wiley Robinson**, husband and wife, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23 day of April, 2008.

My Commission expires:

Denise D Drada  
Notary Public

This Instrument was prepared by  
and if recorded mail to:  
BankFinancial, FSB  
15W060 N. Frontage Rd  
Burr Ridge, IL 60527

