

# UNOFFICIAL COPY



Doc#: 0828310034 Fee: \$42.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/09/2008 10:19 AM 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 # 1028120268

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective September 17, 2008, between JOAQUIN DELGADO and ALBERTA C DELGADO, husband and wife ("Borrowers") and Liberty Bank for Savings ("Lender"), and amends and supplements (1) the Note made by the Borrower, dated January 6<sup>th</sup>, 2003, in the original principal sum of U. S. \$150,000.00, and (2) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), recorded on January 22, 2003, as Document No. 0030098061 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 1826 W Eric, Chicago, Illinois 60622. That real property is described as follows:

Lot 39 in Goggett subdivision of Block 14, in Canal Trustees' Subdivision in Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Index Number: 17-07-209-037-0000

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 extend the maturity date of said Mortgage and Note from February 1, 2008 to September 1, 2009.

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 \$134,114.47, all of which borrower promises to pay with interest at 6.625% per annum until paid in full and that the same shall be payable in monthly installments of \$1,024.56 beginning on the first (1<sup>st</sup>) day of October, 2008, 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 September 1, 2009.

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

September 17, 2008

Attest: Bernice Wawrzyniec  
Bernice Wawrzyniec, Asst Secretary/Asst. Vice Pres.

BORROWER:

Joaquin Delgado  
JOAQUIN DELGADO

9-29-08 (date)

Alberta Delgado  
ALBERTA C. DELGADO

STATE OF ILLINOIS; COUNTY OF Cook SS:

Subscribed and sworn to before me this 29<sup>th</sup> day of September, 2008

[Signature]  
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.

Joaquin Delgado  
JOAQUIN DELGADO  
Alberta Delgado  
ALBERTA C. DELGADO

9-29-08 (date)

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