

# UNOFFICIAL COPY



Doc#: 0834631058 Fee: \$48.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/11/2008 12:59 PM Pg: 1 of 6

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Loan # 0014246006

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

This Loan Modification Agreement ("Agreement"), made effective the 11-12-08  
Day of November, 2008 between Juan Mendez & Sofia Mendez  
("Borrower(s)", whose address is 8113 W 46th St, Lyons, IL 60534  
and M&T Bank as successor by merger to M&T Mortgage Corporation ("Lender")  
whose address is 1100 Wherle Drive, Williamsville, NY 14209  
amends and supplements (1) the Mortgage, Deed of Trust or Secured Debt (the "Security  
Instrument") to MERS as nominee for M&T Mortgage Corp., dated  
December 6, 2005, recorded December 13, 2005, in Book or as  
Instrument# 0534746033, County of  
Cook, State of Illinois (2) the Note bearing  
the same date as, and secured by, the Security Instrument ("Note", date as, and  
secured by, the Security Instrument ("Note"), (collectively, the "Loan Documents"), which  
cover the real and personal property described in the Security Instrument and defined  
therein as the "Property", located 8113 W 46th St, Lyons, IL 60534  
, with the original principal balance of U.S. \$199,500.00, with pre-modification  
principal of U.S. \$193,782.83, and with capitalized amount of U.S.  
\$4,360.12. The real property described set forth as follows:

SEE ATTACHED SCHEDULE 'A'

initials JM SM

SY  
PG  
FN  
M.V.  
12/11/08

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In consideration of the mutual promises and agreement exchanged, the parties hereto agree as follows (not withstanding anything to the contrary in the Loan Documents).

1. As of November 1, 2008, the amount payable under the combined Loan Documents in U.S. \$198,142.95 (the "Unpaid Principal Balance") consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

2. The maturity Date of the above referenced Note has been amended from January 1, 2036 to January 1, 2036 ("Maturity Date").

3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.750% from November 1, 2008

4. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. The Borrower promises to make monthly payments of principal and interest as specified below:

(a) Monthly payments of \$1,327.86 for the payments due from December 1, 2008 through and including January 1, 2036

If on the Maturity Date, the Borrower still owes amounts under the Loan Documents as amended by this agreement, the borrower will pay such amounts in full on the Maturity Date.

The Borrower will make such payments at: M&T Bank  
P.O. Box 62182, Baltimore, MD 21264  
or at such place as the Lender may require.

5. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Loan Documents. If the Lender exercised this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the Loan Documents. If the Borrower

initial JM SM.

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fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on the Borrower.

6. The Borrower also will comply with all other covenants, agreements and requirements of the Loan Documents, including without limitation, the Borrower's covenants and agreements to make all payment of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Loan Documents, however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

(a) all terms and provisions of the Loan Documents (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and

(b) all terms and provisions of any adjustable rate rider or other instrument or document that is affected to, wholly or partially incorporated into, or is part of, the Loan Documents and that contains any such terms and provisions as those referred to in (a) above.

7. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Loan Documents. Except as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof as amended by this agreement.

initial: Jm SM

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BORROWER

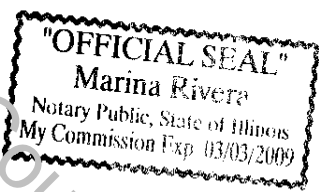
Juan Mendez  
Juan Mendez

Resides at: 8113 W 46th St, Lyons, IL 60534

State of ILLinois  
County of Cook

On the 12<sup>th</sup> day of November in the year 2008 before me, the undersigned, personally appeared Juan Mendez personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument

Marina Rivera  
Notary Public



CO-BORROWER

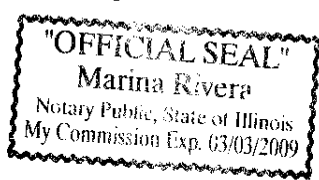
Sofia Mendez  
Sofia Mendez

Resides at: 8113 W 46th St, Lyons, IL 60534

State of ILLinois  
County of Cook

On the 12<sup>th</sup> day of November in the year 2008 before me, the undersigned, personally appeared Sofia Mendez personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument

Marina Rivera  
Notary Public



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LENDER

\_\_\_\_\_  
M&T Bank (Seal) -LENDER

By: *Judith M. Palmer*  
Judith M. Palmer Assistant Vice President  
M&T Bank

-----[Space Below This Line For Acknowledgments]-----

LENDER

State of New York  
County of Erie

On the 19 day of November in the year 2008 before me, the undersigned, personally appeared Judith M. Palmer personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

*Shannon Ormond*  
Notary Public

SHANNONE ORMOND  
Notary Public State of New York  
Qualified in Erie County  
My Commission Expires 7/23 2011

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## TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000400015 SC  
 STREET ADDRESS: 8113 W. 46TH STREET  
 CITY: LYONS COUNTY: COOK COUNTY  
 TAX NUMBER: 18-02-422-041-0000

**LEGAL DESCRIPTION:**

THE EAST 50 FEET OF LOT 37 IN H. O. STONE AND COMPANY'S ADDITION TO RIVERSIDE ACRES, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

Record and Return to  
 Schiller & Knapp, LLP  
 950 New Loudon Rd.  
 Latham, NY 12110

*J.M.*  
*S.M.*