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Doc#: 0913908183 fee: \$56.00  
Date: 05/19/2009 09:05 AM Pg: 1 of 6  
Cook County Recorder of Deeds  
\*RHSP FEE \$10.00 Applied

4056 3404 [SPACE ABOVE THIS LINE FOR RECORDING]

TITLE(S) OF DOCUMENT: LOAN MODIFCATION AGREEMENT

DATE OF DOCUMENT: APR 28, 2009

GRANTOR(S): MILDRED E JOHNSON  
UNMARRIED WOMAN

GRANTOR'S ADDRESS : 444 WINSTON LANE  
CHICAGO HEIGHTS, IL 60411

GRANTEE: M&T BANK

GRANTEES ADDRESS: ONE FOUNTAIN PLAZA  
BUFFALO, NY 14240-0444

FULL LEGAL DESCRIPTION PAGE

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FHA Case # 1370704509

40563414

Loan # 0003531738

A. P. No. 33-18-202-013-0000

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

This Loan Modification Agreement ("Agreement"), made effective the 28TH day of APRIL, 2009 between MILDRED E. JOHNSON, AN UNMARRIED WOMAN ("Borrower(s)") and M&T Bank, Successor by Merger to M & T Mortgage, One Fountain Plaza Buffalo, NY ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Secured Debt (the "Security Instrument") to M&T Bank, Successor by Merger to M & T Mortgage Corporation, dated February 23, 2001 and Recorded, in Book , Page ; Instrument No. 0010154900 County of COOK, State of ILLINOIS and (2) the Note bearing the same 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 at 444 WINSTON LANE, CHICAGO HEIGHTS, IL 60411 with the original principal balance of U.S. \$117,195.00, with pre-modification principal of U.S. \$159,125.85, the real property described set forth as follows:

<sup>Exhibit</sup>  
**SEE ATTACHED SCHEDULE 'A'**

In consideration of the mutual promises and agreement exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary in the Loan Documents):

1. As of April 1, 2009, the amount payable under the combined Loan Documents is U.S. \$179,613.09 (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 October 1, 2032 to October 1, 2032 ("Maturity Date").

Initial MEJ Initial \_\_\_\_ Initial \_\_\_\_ Initial \_\_\_\_

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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 8.500%, from April 1, 2009.

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 \$1,473.60 for the payments due from May 1, 2009 through and including October 1, 2032. 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, Successor by Merger to M & T Mortgage Corporation,, P.O. Box 444, Buffalo, NY 14240-0444 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 is 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 exercises 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 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

(a) 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.

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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.

BORROWER

Mildred E. Johnson  
MILDRED E. JOHNSON

Resides at:  
444 WINSTON LANE, CHICAGO HEIGHTS, IL 60411

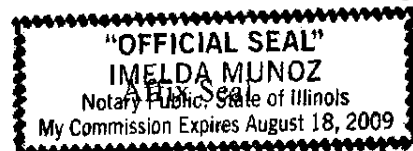
State of IL County of Cook

On the 1 day of May in the year 2009 before me, the undersigned, personally appeared MILDRED E. JOHNSON 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.

Imelda Munoz  
Notary Public - signature

Imelda Munoz  
Print name



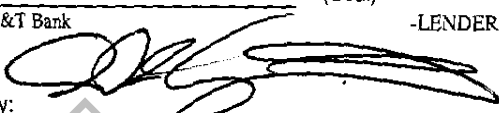
My commission expires:

August 18<sup>th</sup>, 2009

Initial rx Initial     Initial     Initial

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LENDER

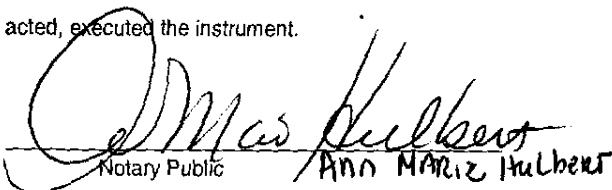
(Seal)  
 M&T Bank -LENDER  
 By:   
 David R. Ligamari Assistant Vice President  
 M&T Bank

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

LENDER

State of New York  
 County of Erie

On the 8 day of May in the year 2009 before me, the undersigned, personally appeared David R Ligamari 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.

  
 Notary Public Ann Marie Hulbert

ANN MARIE HULBERT  
 Notary Public, State of New York  
 Qualified in Niagara County  
 My Commission Expires 03/22/2011

**UNOFFICIAL COPY****LEGAL DESCRIPTION:** *Exhibit A.*

LOT 12 IN BLOCK 2 IN LONGWOOD FARMS SECOND ADDITION, BEING A  
SUBDIVISION OF PART OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF  
SECTION 18, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED  
DECEMBER 31, 1954 AS DOCUMENT 16111884, IN COOK COUNTY, ILLINOIS.

When recorded mail to: MPG  
Equity Loan Services Inc.  
Loss Mitigation Title Services- LMTS  
1100 Superior Ave Ste 200  
Cleveland, OH 44114  
Attn: National Recordings 1120

*5050365*

 **JOHNSON**  
**40563414**

**IL**

**FIRST AMERICAN ELS**  
**MODIFICATION AGREEMENT**



*P54*

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