

UNOFFICIAL COPY

Loan: 1-100101-4

RECORDING REQUESTED BY:

Illinois Service Federal
Savings and Loan
Association
4619 South King Drive
Chicago, IL 60653



Doc#: 1008831119 **Fee:** \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/29/2010 04:03 PM Pg: 1 of 4

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") is made as of this 17th day of October, 2009, between Stanley and Christine Bolton (hereinafter the "Borrower") and Illinois Service Federal Savings and Loan Association (hereinafter the "Lender") and amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated January 11, 2005 in the amount of One Hundred fifty thousand and 00/100 (\$150,000) Dollars which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on February 3, 2005, as document number 0503405263; and (2) the Promissory Note (the "Note") bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as in the 'Property', located at 5119-21 South Indiana Avenue, Chicago, IL 60615 and which is legally described as follows:

LOTS 1 AND 2 AND THE NORTH 6.5 FEET OF LOT 3 (EXCEPT THAT PART FALLING INTO INDINA AVENUE) IN N.C. FARR'S SUBDIVISION OF LOT 3 OF BAILEY'S SUBDIVISION OF THE NORTH 20 ACRES OF THE NORTHEAST ¼ OF SECTIN 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 5119-21 South Indiana Avenue, Chicago, IL 60615
P.I.N: 20-10-304-005-0000

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (not withstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower agrees that as of October 17, 2009 the amount payable under the Note or Security Instrument (the "Existing Unpaid Principal Balance") is U.S. \$120,266.03.

UNOFFICIAL COPY

2. The Borrower promises to pay the Existing Unpaid Principal Balance, plus interest in monthly installments beginning November 1, 2009, in the amount of \$1319.00. If on the Maturity Date, the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay those amounts in full on the Maturity Date. The above payment does not include an amount for an escrow payment.

3. The Borrower will make such payment at 4619 South King Drive, Chicago, IL 60653 or at such place as the Lender may require.

4. 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 Lender's prior consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.

5. The Borrower also will comply with all other covenants, agreements, and requirement of 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; however, if the original Note or Security Instrument was an Adjustable Rate, the following terms and provisions are cancelled, null and void, as of the date specified in paragraph No. 1 above:

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

(b) all terms and provisions of any adjustable rate rider or other security instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the original Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

6. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by same.

In Witness Whereof the Borrower and the Lender have executed this Loan Modification Agreement as of the date first above written.

UNOFFICIAL COPY

Borrower:
Stanley Bolton

Lender

X Stanley Bolton

Illinois Service Federal Savings and Loan Association

Christine Bolton

X Christine Bolton

By: William L. Meriwright
William L. Meriwright
Its: Chief Lending Officer

Borrower Notary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Andrea Forrest Brown, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Stanley Christine Bolton who are personally known to me to be the same persons whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Witness my hand and official seal.

Andrea Forrest Brown
NOTARY PUBLIC



UNOFFICIAL COPY

Lender Notary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Andrea Forrest Brown, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that William McKnight and Christina Anderson as _____ of Illinois Service Federal Savings and Loan Association organized and existing under the laws of the United States who are personally known to me to be the same persons whose names 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 own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Witness my hand and official seal.

Andrea Forrest Brown
NOTARY PUBLIC



Clerk of Cook County Clerk's Office