

# UNOFFICIAL COPY

RECORDING REQUESTED BY:

Marquette Bank  
9612 West 143<sup>rd</sup> Street  
Orland Park, IL 60462



Doc#: 1013731136 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/17/2010 01:14 PM Pg: 1 of 4

6#T # 9010008

## LOAN MODIFICATION AGREEMENT

(Providing for Step Interest Rate)

This Loan Modification Agreement ("Agreement") made this 22nd day of June, 2009, between Miguel Garcia, married to Margarita Garcia, and Hemlock Bank K/N/A Marquette Bank (Lender), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the Security Instrument), dated the 28<sup>th</sup> day of September, 2005 and in the amount of \$193,600.00 and (2) 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 5949 S. Troy Street, Chicago, IL 60632.

The real property described being set forth as follows:

**SAME AS IN SAID SECURITY INSTRUMENT**

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. As of the 22nd day of June, 2009, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$194,102.39 consisting of the amount(s) loaned to the borrower by Lender and any interest capitalized to date.
2. 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 3.500% from the 1<sup>st</sup> day of July, 2009. The Borrower promises to make monthly payment of principal and

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interest of U.S. \$871.61 beginning on the 1<sup>st</sup> day of August, 2009. During the second year, interest will be charged at the yearly rate of 4.500% from July, 2010 and Borrower shall pay payments of principal and interest in the amount of \$980.43 beginning on the 1<sup>st</sup> day of August 2010. During the third year and continuing thereafter, interest will be charged at the yearly rate of 5.500% from July, 2011, and Borrower shall pay payments of principal and interest in the amount of \$1,092.67 beginning on the 1<sup>st</sup> day of August 2011, with subsequent payments due on the same day of each succeeding month until principal and interest are paid in full. If on July 1, 2039 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this agreement, the Borrower will pay these amount in full on the Maturity Date.

3. The Borrower will make such payment at 9612 W 143<sup>rd</sup> Street, Orland Park, IL 60462 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 it's 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 your 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 Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Agreement.

7. Inconsideration of this Modification, Borrower agrees that if any document related to the Security Instrument, Note and/or Modification is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan, or is otherwise missing upon the request of the Lender, Borrower(s) will comply with the Lender's request to execute acknowledge, initial and deliver to Lender any documentation Lender deems necessary to replace or correct the lost misplaced, misstated, inaccurate or otherwise missing document(s). If the original promissory note is replaced the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents Lender requests of borrower(s) shall be referred to as Documents. Borrower agrees to deliver the Documents within (10) days after receipt by Borrower(s) of a written request for such replacement.

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As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing.

Miguel Garcia  
Miguel Garcia

Dated: 6/22/2009

STATE OF ILLINOIS

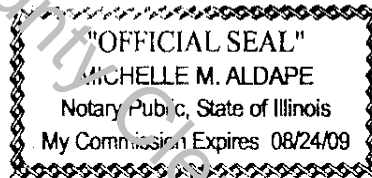
COUNTY OF COOK

On 6/22/2009, before me, Michelle M. Aldape Notary Public,  
personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity (ies), and that by his/her/their signature(s) on the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Michelle M. Aldape  
Signature



loan modification agreement 1/09

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LOT 22 IN BLOCK 3 IN COBE AND MCKINNON'S 63RD AND KEDZIE AVENUE SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EFFECTIVE DATE: 5/15/09

PIN # : 19-13-301-022

Property of Cook County Clerk's Office