

# UNOFFICIAL COPY



Doc#: 1014408231 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/24/2010 02:28 PM Pg: 1 of 5

**Prepared by and**

**When Recorded Return to:**

HealthCare Associates Credit Union  
1151 East Warrenville Rd  
Naperville, IL 60563

FOR RECORDER'S USE ONLY

425-209-794  
CTIC-HE

## MODIFICATION AGREEMENT

This Modification Agreement ("Agreement"), is made as of this 16th day of April, 2010 by and between **HealthCare Associates Credit Union**, an Illinois credit union ("Lender") and **NESHELL R. MCGRIFF, A SINGLE PERSON**

, (collectively "Borrower").

### Recitals

**Whereas**, Borrower is obligated to Lender under a certain Note (the "Note") in the original amount \$ 35,000.00 dated 8/22/2007 (the "Loan"). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Note;

**Whereas**, the Note is secured by a Mortgage dated 8/17/2007 encumbering the real estate commonly known as 7942 S MAPLEWOOD AVE CHICAGO, IL 60652 as legally described on Exhibit "A" attached hereto, and recorded with the Office of the COOK County Recorder on 8/30/2007 as Document Number 0724246035 (the "Mortgage", together with the Note and any other documents executed by Borrower in connection with the Loan, collectively the "Loan Documents");

**Whereas**, as of 4/16/2010 the principal balance of the Note is \$31,586.37 ; and

**Whereas**, Lender has agreed to enter into this Agreement at the specific request of Borrower to modify certain terms of the Loan subject to all of the terms and conditions herein.

**Now therefore**, in consideration of the mutual promises and agreement stated herein which the parties agree are sufficient consideration, the parties agree as follows:

1. **Recitals**. The above and foregoing Recitals including any documents referenced therein whether or not attached hereto are by this reference incorporated in and made a part of this Agreement.
2. **Loan Modification**. The Lender hereby agrees to modify the Note and the Mortgage (as applicable), as follows:

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- (i) For a period commencing 4/16/2010 through 1/15/2020, the yearly Interest Rate shall be 6.00%
- (ii) The Maturity Date shall be changed from " 8/22/2017 " to " 1/15/2020 ";
- (iii) Beginning with the monthly payment due 5/15/2010, through and including the payment due as of 12/15/2019, the monthly payment amount shall be \$ 387.10
- (iv) A final payment in the amount of \$ 386.92, plus any other interest or other charges, fees, or penalties due and payable under the Note or the Loan Documents, shall be due and payable in full on the Maturity Date.

3. **Reaffirmation of Representations and Warranties.** The Borrower hereby restates and reaffirms the representations and warranties as recited in the Loan Documents as being true and correct in substance and in fact as of the date of the execution of this Agreement by the parties hereto.

4. **Entire Agreement.** This Agreement and any other documents executed in connection herewith constitute the entire agreement between the parties with respect hereto and there are no promises expressed or implied unless contained herein. No amendment, modification, termination or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by the Lender, and then such waiver or consent shall be effective only for the specific purpose for which given, and shall not be deemed a waiver of or consent to any other matter or to the same matter in a different instance.

5. **Notice.** Any notice or consents required or permitted by this Agreement shall be in writing and shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, or delivered by facsimile, or delivered by a nationally recognized overnight express delivery service, in any case addressed as follows, unless such address is changed by written notice hereunder:

(i) If to the Borrower:

(ii) If to Lender: HealthCare Associates Credit Union  
1151 East Warrenville Road  
P.O. Box 3053  
Naperville, Illinois 60566

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## 6. Miscellaneous.

A. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

B. Each party hereto represents to the other party herein that this Agreement will, when executed and delivered, constitute the legal, valid and binding obligation of such party.

C. Except as specifically provided in this Agreement, the terms of the Loan Documents shall remain unchanged. Furthermore, except as expressly set forth in this Agreement, nothing herein shall be deemed to constitute a waiver by the Lender of any rights or remedies available under any of the Loan Documents or under applicable law.

D. This Agreement shall be governed by, and construed in accordance with, applicable federal law and the internal laws of the State of Illinois without giving effect to its law of conflict.

E. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction; wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law.

F. Each Borrower hereby reaffirms his or her obligation under the Loan Documents.

G. This Agreement supersedes all prior negotiations, understandings and agreements of the parties hereto and thereto in respect of the transactions contemplated hereby.

H. The Borrower hereby agrees to reimburse the Lender upon demand for the out-of-pocket expenses of the Lender incurred in connection with enforcement of the Lender's rights and remedies under the Loan Documents, including, without limitation, the fees and disbursements of any counsel for Lender, in connection with the negotiation, preparation, execution and administration of this Agreement or enforcement of this Agreement and in advising the Lender as to its rights and remedies under any of the Loan Documents or this Agreement. The Borrower hereby affirms that all amounts for which Borrower is responsible for under this paragraph are obligations which Borrower is responsible for under the Loan Documents.

I. Each party hereto acknowledges that it has had the opportunity to have its own attorneys review and negotiate this Agreement.

J. Time is of the essence hereunder.

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## EXHIBIT "A"

### Legal Description

LOT 4 IN BLOCK 9 IN FIRST ADDITION TO HINKAMP AND COMPANY'S WESTERN AVENUE SUBDIVISION, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 33 FEET THEREOF BEING FOR RAILROAD AND EXCEPT THAT PART THEREOF TAKEN FOR WIDENING WESTERN AVENUE AND 79TH STREET) IN COOK COUNTY, ILLINOIS.

ADDRESS: 7942 S MAPLEWOOD AVE CHICAGO, IL 60652

PIN: 19-36-204-028

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LENDER:

HEALTHCARE ASSOCIATES CREDIT UNION

Todd J. Niedermeier

By: Todd Niedermeier

Its: Vice President

BORROWER:

Neshell R McGriff  
NESHELL R MCGRIFF

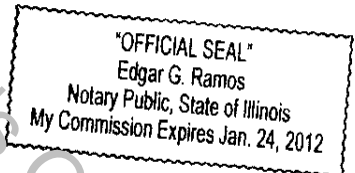
STATE OF ILLINOIS )

COUNTY OF COOK )

I, the undersigned, a Notary Public, do hereby certify that **NESHELL R MCGRIFF**, 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, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notary seal this 13 day of May, 2010

Edgar G Ramos  
Notary Public



STATE OF )

COUNTY OF )

I, the undersigned, a Notary Public, do hereby certify that **Todd Niedermeier** personally known to me to be the same person whose name is subscribed to the foregoing instrument, and known to me to be a **Vice President** of **HEALTHCARE ASSOCIATES CREDIT UNION**, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth..

Given under my hand and Notary seal this 18th day of May 2010

Tracy R Breyer  
Notary Public

