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Doc#: 1017508100 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 06/24/2010 09:46 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

AMERICAN GENERAL FINANCE 5901 8 ARCHER AVE CHICAGO IL 60638-2802

AMERICAN GENERAL FINANCE 5901 S ARCHER AVE CHICAGO IL 60638-2802
Collins
[Space Above This Line For Recording Data]
LOAN MODIFICATION AGREEMENT  (For Modifying Home Equity Line of Credit Accounts)
This Loan Modification Agreement ("Agreement"), made and effective this 13th day of April
2010 , by and between Luis Becerra and Patricia Becerra
("Borrower") and American General Finance ("Lender") modifies,
amends, and supplements (to the extent this Agreement is inconsistent with the terms of the Note): (1) 1 Home
Equity Line of Credit Agreement ("Note"), dated the 13th day of February 2008 and
2) the Mortgage, Deed of Trust, Deed to Secure Debt, or Security Deed ("Security Instrument") dated the
day of February , 2008 , and recorded as document
umber 0805046015 at the Recorder of Deeds
70-00867 (Rev. 1-10) Heloc Modification Agreement

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and the reasonable, has been properly designificantly of their me framely.

The following described Real Estate situated in the County of Cook, State of Illinois, to wit: Lot 8(except the North 80 feet Thereof)in block 35 in Frederick H.Bartlett's 3rd addition to Bartlett Highlands, being a Subdivision in the Southwest 1/4 of section 7, township 38 North, Rangel3, east of the Third Principal Meridian, in Gook County, Ullimis

Subject to Easements, restrictions, and covenants of record, if any. TaxID: 19-07-310-023

Terms not defined in the content of the tecopier

As of the date of this Agreement the wheelpal balence world

and Lender (fogether the title and a particle and other a sociality states of the contrary contained in the Note

ANNUAL CERCESSAGE South and the personal beautiful on the persons Balance, plus interest, to the order of Leader. The Frincipal Balance will begin to acc us interest at the ANNUAL PERCENTAGE STATE (APR ) of 2.00 % beginning on the 13th day of April, 2010 Assuming as substantal sums are advarced under the Note and assuming that all minimum monthly payments are made in full and or orne. my payment schedule, including my minimum monthly payments and ANNOYL PERCENTAGE RATE based on the surrent principal balance, will be:

Months	A 54 62 68 12 2			
	Percentage Rase	55 14 CHORES LIMES	Michael	Monthly Payment Begins On
- 60 1	200	(Date of Agreement)	Carment	
64 ontil		94/13/2010	1 - 7 - M.J.(\$1) 	95/06/2010
Payment in ! ful!	5.00) j	14/06/2015	1 101.5.25	
		; 	****	i be tirst payment under this Agreement is due

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Minimum monthly payments will be paid until the Principal Balance and accrued interest are paid in

#### 2. REPAYMENT TERM.

The assumed repayment term of the Note (and Security Instrument) is the date of the Agreement. months from

- Minimum monthly payments will continue to be calculated in the manner set forth in the Note. Borrewer must pay the minimum monthly payment shown on each monthly statement by the payment due date.
- Place of Forment. Borrower must continue to make the monthly payments in the manner and at
- 5. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and oeneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this optior, Lender shall give Borrower notice of acceleration. provide a period of not less than 20 lays from the date the notice is delivered or mailed within which Borrower must pay all sums secured of the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender r. .; invoke any remedies permitted by the Security Instrument

- 6. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions of the Note and Security Instrument are forever canceled, null and void, as of the uate of this Agreement:
  - all terms and provisions of the Note and Security Instrument (1/40/) providing for, implementing, (a) 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, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

### Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Insurument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall (b) be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

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- (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
- (d) 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.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

This modification agreement modifies the Note and Security Instrument referenced above as expressly provided herein. Except where otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

In Witness Whereof, Lende, and Borrower have executed this Agreement.

American	General	Finance
		· ····································

Name of Lender

Power

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41370

Date

Liver Bearing (Seal)

Marily 1004 41370 (Sea itriess Signature)

C/O/H/S O/FICO

Prepared by:

John E. Garza

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$\div$ .
STATE OF ILLINOIS, County of <u>Cook</u> ss.
l, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify tha
acknowledged that he/she/they signed, sealed and delivered said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth, including all release and waiver of the right of homestead.
Given under my hand and official seal this <u>13</u> day of <u>April</u> , A.D., <u>2010</u> .
Notary Public
My commission expires:
9 19701 Official Seal
State Of Illinois Notary Public Hector Castro
Comission Expires 9-19-2011
Or Colling Clerk
$O_{x}$
C/O/F/GO