



Doc#: 1027239050 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/29/2010 01:47 PM Pg: 1 of 5

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Record & Return To:
Prepared at:
Mortgage Service Center
Attention: Doc Control
1 Mortgage Way
Mt. Laurel, NJ 08054
877-766-8244

Prepared By: *Christina M Wyatt*
Christina M Wyatt

Investor Loan # S01-001-7116414652
LOAN # 7116414652
LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 18th day of August, 2010, between Brian J Cook and Paula M Cook, Husband and Wife ("Borrower"), whose address is 924 South Carpenter Street Unit 2, Chicago, Illinois 60607 and Charles Schwab Bank f/k/a Charles Schwab Bank, N.A. ("Lender"), whose address is 5190 Neil Road, Suite 300, Reno, NV 89502 amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated June 7, 2010, recorded on July 7, 2010, instrument number 1018826092, of the County Records of Cook, Illinois, 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 the "Property", located at 924 South Carpenter Street Unit 2, Chicago, Illinois 60607 real property described being set forth as follows:

Legal Description/ Exhibit A ✓
Parcel Number: 17-17-419-031-1002

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows:

The first paragraph of the "Security Instrument" (Mortgage, Deed of Trust or Deed to Secure Debt) is amended and supplemented as follows:

Borrower owes Lender the principal sum of Two Hundred Sixty Two Thousand Four Hundred Twenty Three Dollars and Twenty Four Cents (U.S. \$262,423.24). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on July, 2040.

S Yes
P S
S NO
M NO
SC Yes
E Yes
INT NO

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Paragraph 1 of the Note is amended and supplemented as follows:

1. BORROWER'S PROMISE TO PAY:

In return for a loan that I have received, I promise to pay U.S. \$262,423.24 (this amount is called "principal"), plus interest, to the order of the Lender.

Paragraph 2 of the Note is amended and supplemented as follows:

2. INTEREST

I will pay interest at a yearly rate of 3.583%. The interest rate I will pay may change in accordance to Paragraph Three (below,) of this Loan Modification Agreement

Paragraph 3 of the Note is amended and supplemented as follows:

PAYMENTS

I will make my monthly payments on the 01st day of each month beginning on October, 2010.

If on, July, 2040 I still owe amounts under the Note, I will pay those amounts in full on that date, which is called my "Maturity Date". My monthly principal and interest payment will be in the amount of U.S. \$1,194.30 until my first adjustment effective with my October, 2015 payment.

MONTHLY PAYMENT CHANGE

Changes in my monthly payment will reflect changes in the Unpaid Principal I owe and in the Interest Rate that I must pay. The note holder will determine my new interest rate and changed amount of my monthly payment in accordance with Paragraph Three of this Loan Modification Agreement.

The Borrower will make such payments at 3000 Leadenhall Road, Mount Laurel, NJ 08054 or such other place the Lender may require.

ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

A. Change Date

The Adjustable rate I will pay may change on the first day of September, 2015, and every 12 month(s) thereafter. Each date on which my adjustable rate interest rate may change is called a "Change Date."

B. The Index

Beginning with the first change date, my adjustable interest rate will be based on an index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London Market (LIBOR), as published in The Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index." If the index is no longer available, the note holder will choose a new index, which is based upon comparable information. The note holder will give me notice of this choice.

C. Calculation of Change

Before each change date, the note holder will calculate my new interest rate by adding 2.250% percentage points to the current index. The note holder will then round the results of this addition to the nearest one-eighth of one percent (.125 %.) Subject to the limits stated in 3-D below, this rounded amount will be my new interest rate until the next change date. The Note holder will then determine the amount of the monthly payment which would be sufficient to repay the Unpaid Principal that I am expected to owe at the Change Date in full, on the Maturity Date, at the new interest rate and

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substantially equal payments. The results of this calculation will be the new amount of my monthly payments.

D. Limits on Interest Rate Changes

The interest rate that I am required to pay at the first Change Date will not be greater than 8.583% or less than 2.250%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage point(s) from the rate of interest I have been paying for the proceeding 12 months. The interest rate that I am required to pay will never be greater than 8.583%.

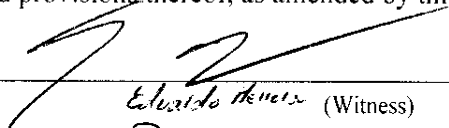
E. Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date, until the amount of my monthly payment changes again.

F. Notice of Changes


The Noteholder will deliver or mail to me a notice of any changes in my adjustable interest rate in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of the person who will answer any question I may have regarding the notice.

Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note, and/or Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender shall continue to be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

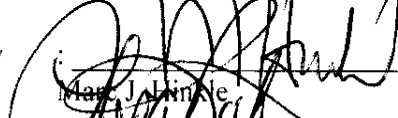
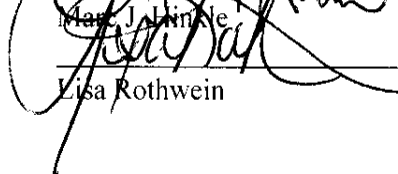

Eduardo Rivera (Witness)


Laura M Catalano (Witness)


Brian J Cook (Borrower)


Paula M Cook (Borrower)

Charles Schwab Bank f/k/a Charles Schwab Bank, N.A.

By  Vice President
 Asst. Secretary

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

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS :
COUNTY OF Lake : ss.

BE IT REMEMBERED, That on this 31 day of Aug. in the year of Our Lord 2010
before me, the subscriber, a Notary Public of ILLINOIS personally appeared Paula M. COOK
who I am satisfied is/are the person(s) who signed the within instrument, and
I acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed. All of which is
hereby certified.

Sworn to and Subscribed
before me on this 31 day of Aug, 2010

Jennifer L. Ryan
Notary Public



CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY
COUNTY OF BURLINGTON

ON September 8, 2010, before me, the undersigned, a Notary Public in and for said state and county,
personally appeared Marc Hinkle and Lisa Rothwein personally known to me or proved to me on the basis of satisfactory
evidence to the Vice President and Assistant Secretary of the CORPORATION that executed the within instrument, on behalf
of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to
its by-laws or resolution of its Board of Directors. Witness my hand and official seal in the state and county last aforesaid.

[Signature]
Notary Public

DOROTHY J. DEMARCO
Notary Public of New Jersey
My Commission Expires Nov. 15, 2012

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LEGAL DESCRIPTION

PARCEL 1: UNIT NO. 2, IN 924 SOUTH CARPENTER CONDOMINIUM, AS DEFINED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOT 5 IN MACALISTER'S SUBDIVISION OF BLOCK 17 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED SEPTEMBER 8, 2005 AS DOCUMENT NO. 0525134019, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE USE OF PARKING SPACE P-2 A LIMITED COMMON ELEMENT AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED SEPTEMBER 8, 2005 AS DOCUMENT NO. 0525134019.

Permanent Real Estate Index Number(s): 17-17-419-031-1002

Address(es) of Real Estate: 924 S. Carpenter St., Unit 2, Chicago, Illinois 60607

Cook County Clerk's Office