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This instrument was prepared by: *Lon Butler*
ELIZABETH LASHLEY
MORTGAGE SERVICES
ONE MORTGAGE WAY, PO BOX 5449
MOUNT LAUREL, NEW JERSEY 08054

Doc#: 1033603008 Fee: \$48.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/02/2010 09:17 AM Pg: 1 of 6

When Recorded Mail To:
MORTGAGE SERVICES
PO BOX 5449
MOUNT LAUREL, NEW JERSEY 08054
Mailstop: DC

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Original Recorded Date: NOVEMBER 15, 2005 **Freddie Mac Loan No. 1700016400**
Original Principal Amount: \$ 175,000.00 **Loan No. 0031956238**
APN: 17-16-105-237-1176 **MERS MIN 100020000319562389**

LOAN MODIFICATION AGREEMENT (To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement (the "Agreement"), made and effective this **6TH** day of **OCTOBER, 2010**, between **THE NORTHERN TRUST COMPANY** ("Lender") and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("Mortgagee")** and **YAN XU, AN UNMARRIED WOMAN** ("Borrower"),

modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated **OCTOBER 27, 2005**, in the original principal sum of U.S. \$ **175,000.00** and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Ride(s), if any, dated the same date as the Note and recorded in **Instrument No. 0531946010** of the **Official** Records of **COOK COUNTY, ILLINOIS** [Name of Records] [County and State, or other jurisdiction]. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

130 SOUTH CANAL STREET 820, CHICAGO, ILLINOIS 60606

[Property Address]

Handwritten marks and signatures on the right margin.

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the real property described being set forth as follows:

SEE ATTACHED EXHIBIT "A"

Tax Parcel No.: 17-16-108-033-1176

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. Current Balance. As of **NOVEMBER 1, 2010**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **186,937.79**.
2. Interest Rate. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **4.875** %, beginning **NOVEMBER 1, 2010**, both before and after any default described in the Note. The yearly rate of **4.875** % will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. \$ **885.99**, beginning on the **1ST** day of **DECEMBER, 2010**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 01, 2050**, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. Place of Payment. Borrower must make the monthly payments at **2001 Bishops Gate Blvd. Mt. Laurel, New Jersey 08054** or such other place as Lender may require.
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.

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6. Property Transfer. 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 a beneficial 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 option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 of the Security Instrument, within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

7. Compliance with Covenants. 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.
8. **This Agreement modifies an obligation secured by an existing security instrument recorded in COOK County, ILLINOIS, upon which all recordation taxes have been paid. As of the date of this Agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$ 167,453.13. The principal balance secured by the existing security instrument as a result of this Agreement is \$ 186,937.79, which amount represents the excess of the unpaid principal balance of this original obligation.**

(Acknowledgments on following page)

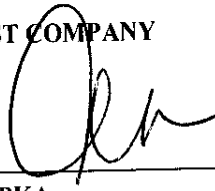
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Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except where otherwise specifically provided in this Agreement, the Note and Security Instrument will 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.

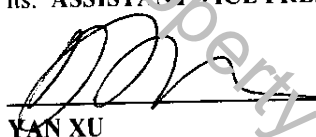
In Witness Whereof, Lender and Borrower have executed this Agreement.

THE NORTHERN TRUST COMPANY



Name: **ANDREA KANOPKA**
Its: **ASSISTANT VICE PRESIDENT**

- Lender



YAN XU

- Borrower

- Borrower

- Borrower

- Borrower

- Borrower

- Borrower

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[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of ILLINOIS

County of COOK

This instrument was acknowledged before me on October 18th 2010 (date) by

YAN XU

(name/s of person/s).

"OFFICIAL SEAL"
 Mauricio Afanador
 Notary Public, State of Illinois
 Cook County
 My Commission Expires Oct. 18, 2011

Mauricio Afanador
(Signature of Notary Public)

(Seal)

LENDER ACKNOWLEDGMENT

STATE OF New Jersey COUNTY OF Burlington

The foregoing instrument was acknowledged before me this November 19, 2010 by ANDREA KANOPKA, the ASSISTANT VICE PRESIDENT of The Northern Trust Company

a _____, on behalf of said entity.

Signature of Person Taking Acknowledgment _____

Printed Name Candace Gallardo

Title or Rank Notary Public

Serial Number, if any _____

Notary Public of New Jersey
 My Commission Expires March 10, 2013
Candace Gallardo
 Candace Gallardo
 Notary Public of New Jersey
 My Commission Expires March 10, 2013

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EXHIBIT "A"

Loan # 0031956238

PIN #: 17-16-108-033-1176

Parcel 1: Unit No. 820 in The Metropolitan Place Condominium, together with its undivided percentage interest in the common elements, as defined and delineated in the Declaration of Condominium recorded as Document Number 99214670, as amended from time to time, in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Easements for ingress and egress for the benefit of Parcel 1 as set forth and defined in Document Number 99214669.

Property of Cook County Clerk's Office