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Loan # 1-100859-7 **RECORDING REOUESTED BY:** Illinois Service Federal Savings and Loan Association 4619 South King Drive Chicago, IL 60653

Doc#: 1108403049 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 03/25/2011 04:15 PM Pg: 1 of 4

#### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") is made as of this 1st day of December, 2010 between Merrill Monroe and Angela Higginbotham Monroe (hereinafter the "Borrowe") and Illinois Service Federal Savings and Loan Association (hereinafter the "Lender") and amends and supplements the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated November 16, 2007, in the amount of \$425,000.00 Dollars which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois November 30, 2007 as document number 0913804034 and (2) the Promissory Note (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 4563 S. Michigan Chicago, Illinois and which is legally described as follows:

Lots 18 and 19, in Block 1, in Winston's Subdivision of the South 34 Acres of the West ½ of the Southwest ¼ of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. 750

Property Address: 4563 S. Michigan Chicago, Illinois 60653.

20-03-314-0160-0000 P.I.N:

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. The Borrower agrees that as of December 1, 2010 the amount payable under the Note or Security Instrument is U.S. \$419,892.10.
- 2. . 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 5.38%, from December 1, 2010. Borrower promises to make monthly payments of interest of U.S. \$ 1,874.83, beginning on the 1st day of December, 2010 and continuing thereafter on the same day of each succeeding 12 months until December 1, 2011. The

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### **UNOFFICIAL COPY**

yearly rate of 5.38% will remain in effect until December 1, 2011. If on December 1, 2011(the expiration of the modification) the Borrower still owes amount under the Note and the Security Instrument, as amended by this agreement, Borrower shall pay the remaining balance under the original terms of the note until the remaining balance is paid in full

- 3. The Borrower will make such payment at 4619 South King Drive, Chicago, IL 60653 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 Perrower 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 the 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) proving 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 Installment 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 and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by same.

In Witness Whereof the Borrower and the Lender have executed this Loan Modification Agreement as of the date first above written.

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Borrower:

Lender:

Merrill Monroe

Illinois Service Federal Savings and Loan Association

---

Angela Higginbotham Monroe

me

Borrower Notary

STATE OF ILLINOIS

iss.

COUNTY OF COOK

I, Andrew Driest Drow, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Novi II Amount the James of the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Witness my hand and official seal.

NOTARY PUBLIC

OFFICIAL SEAL
AND TO FORREST-BROWN
AND STATE OF ILLINOIS
NEXPIRES:04/15/12

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Lender Notary

| 201100111001119  |
|--|
| STATE OF ILLINOIS ) ) SS.  |
| COUNTY OF COOK )   |
| I, Mayou towes Britton, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that White Million Service Federal Savings and Loan Association capanized and existing under the laws of the United States who 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 and delivered the seid instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.   |
| Witness my hand and official seal.  What a live of the seal of the |
|  |