# **UNOFFICIAL COP**

Doc#: 1109103013 Fee: \$50.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 04/01/2011 11:34 AM Pg: 1 of 8

Illinois Anti-Predator
Lending Database
Program

Certificate of Exemption

Returnto:

Report Mortgage F: av 800-532-8785 8191597

The property identified as:

PIN: 25-21-215-019-0000

Address:

Street:

11W 112TH PLACE

Street line 2:

City: CHICAGO

Lender: NEIGHBORHOOD LENDING SERV

Borrower: VINCENT PAYTON

Loan / Mortgage Amount: \$139,196.74

Ledra Clark? This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70

et seq. because the application was taken by an exempt entity.

Certificate number: 9451E32D-BAE6-4D52-B35F-323E87EE90DF

Execution date: 09/08/2010

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Return To:

Lake Zurich Prepared By:

#### **AGREEMENT** LOAN MODIFICATION

(Previoling for Step Interest Rate)

8191597

Loan Number: 1423329935

n Number: 1423329935
This Loan Modification Agreement ("Agreement"), made this

day of

September, 2010

VINCENT PAYTON, Borrower, VINCENT PAYTON, Assumed Borrower

NEIGHBORHOOD LENDING SERV

("Borrower") and

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), NA and recorded in the June 23, 2006

 $N\Lambda$ 

[County and State, or other Jurisdiction]

[Name of Records]

COCK County 6/30/06

Instr # 06/8/133/142

DMI MODIFIED

LOAN MODIFICATION AGREEMENT - Single-Family - Fannie Mae Uniform Instrument - Provicing For Step Interest Rate Amended to include Notary Acknowledgments and other information

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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

HW H2TH PL CHICAGO, IL 60628

[Property Address]

the real property described being set forth as follows:
SEE ATTACHED

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

- 1. As of September 8, 2010 , the amount rayable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 139,196.74 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitali ed.
- 2. Borrower promises to pay the Unpaid Principal Balan e, plus interest to the order of Lender. Interest will be charged on the Unpaid Principal Balance at an annual interest rate and Borrower promises to pay monthly payments in U.S. dollars on the same day of each succeeding month according to the following schedule until principal and interest are paid in full:

INTEREST RATE CHANGE DATE	INTEREST RATE	NUMBER OF MONTHLY PAYMENTS DUE STARTING ON	MONTHLY PAYMENT AMOUNT
09/01/2010	3.000%	12 monthly principal &	\$645.80
		interest payments starting on 10/01/2010	monthly principal &interest payment
09/01/2011	4.750%	12 monthly principal & interest payments starting on 10/01/2011	\$775.63 month v principal &interest payr ent
09/01/2012	6.500%	286 monthly principal & interest payments starting on 10/01/2012	\$913.29 monthly principal ∈ crest payment

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If on July 1, 2036 (the "Maturity Date"). Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

- 3. 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 equire immediate payment in full of all sums secured by the Security Instrument.

  If Lender evere ses 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 delivered or mailed 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 by oke any remedies permitted by the Security Instrument without further notice or demand
- 4. 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 iter is, inpounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph. No. 12 powe:
  - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1 of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
  - (b) all terms and provisions of any adjustable rate rider or Time'y Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partial; incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provision, as those referred to in (a) above.
- 5. Borrower understands and agrees that
  - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also are styro default in the making of the modified payments hereunder.
  - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's coligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions agreed, 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 lav. 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) 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.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Inst unless stipulated otherwise by Lender.
- (e) Borrover agrees to make and execute such other documents or papers as may be necessary or required to effectuale the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and is are to the heirs, executors, administrators, and assigns of the Borrower.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW.

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## **UNOFFICIAL COPY**

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State of Illinois			O,	C <sub>a</sub>
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VINCENT PAYTON		{ "OF	FICIAL SEAL"	
		¥ Re	enee Macklin Public, State of Illing	
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My commission expires:	Jo14	***********	·	~~~~``
/ /////////////////////////////////////				
Terret alle				
Notary Public				

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NEIGHBORHOOD LENDING SERV

(Seal) -Lender

State of County of

TANK ACKNOWLEDGMENT OFFICIAL SEAL ANGELA M. BARKER

Notary Public - State of Illinois This instrument was acknowledges on Expires Jun 26, 2012

by Augh M. Barker

as attorney-in-fact for

NEIGHBORHOOD LENDING SERV

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Loan #

: 1423329935

#### **Exhibit A**

LEGAL DESCRIPTION

Situated in the County of Cook in the State of Illinois, to wit:

All of Lot 4 and the East 1/2 of Lot 5 in Labar and Slocum's Subdivision of Block 4 in the First Addition to Pullman, a Subdivision of the East 775.5 feet of the East 1/2 of the 25212150190000 Northeast 1/4 (Except that part occupied by the Chicago and Western Indiana Railroad) of Section 21, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Assessor's Parcel No: