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Doc#: 1115329012 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/02/2011 10:14 AM Pg: 1 of 5

Investor Loan: 4003004361

After Recording Return To:
Liberty Savings Bank, F.S.B.
Attn: Default
2251 Rombach Avenue
Wilmington, OH 45177

This document was prepared by: T.TACKETT

[Space Above This Line For Recording Data]

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **14th** day of **March, 2011**, between **Alvin May** and ("Borrower") and **Liberty Savings Bank, F.S.B.** ("Lender"), amend and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated March 21, 2003 and recorded in Book or Liber 0314346034, at page(s) 1-12, of the Public Records of Cook County, 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: **9331 Halsted Street, Chicago, IL 60620**, the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO

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 **March 14, 2011**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$98,332.77**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
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 **5.00%**, from **March 1, 2011**. Borrower promises to make monthly payments of principal and interest of U.S. **\$474.15**, beginning on the **1st** day of **April, 2011**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.00%** will remain in effect until principal and interest are paid in full. If on **March 1, 2051** (the "Maturity Date"), Borrower still owes amounts

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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 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 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 invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

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 items, impounds, 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. 1 above:
- (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 Timely Payment Rewards 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.
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 apply to 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 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.
 - (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 Instrument, unless stipulated otherwise by Lender.

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- (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.

In Witness Whereof, the Lender and I have executed this Agreement.

Alvin May (Seal)
 Alvin May Borrower

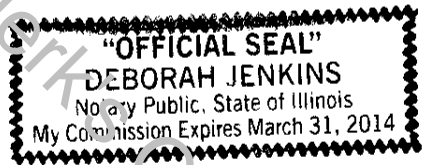
 Borrower (Seal)

STATE OF IL
 COUNTY OF COOK

On this 24th day of MARCH, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Alvin May known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to this instrument, and acknowledged that said person(s) executed it.

WITNESS my hand and official seal.

Deborah Jenkins
 Notary Public, State of IL
 My Commission Expires:



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LIBERTY SAVINGS BANK, F.S.B.

By: Tonia Dye, AVP
Tonia Dye, Assistant Vice President

STATE OF OHIO
COUNTY OF CLINTON

On this 31 day of March, 2011, before me personally appeared Tonia Dye, Assistant Vice President of Liberty Savings Bank, F.S.B. The seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors; and she acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Bonnie Wright
Notary Public, State of Ohio
My Commission Expires:



BONNIE WRIGHT, Notary Public
in and for the State of Ohio
My Commission Expires: Nov. 13, 2011

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TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000505981 CH
STREET ADDRESS: 9331 HALSTED ST
CITY: CHICAGO **COUNTY:** COOK COUNTY
TAX NUMBER: 25-04-316-008-0000

LEGAL DESCRIPTION:

LOT 24 IN BLOCK 4 WALDEN AND MULVANE'S SUBDIVISION OF THE SOUTH 3/4 OF THE
SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 14,
EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF SAID PREMISES LYING
WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION
4) IN COOK COUNTY, ILLINOIS.

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