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Doc#: 1117417010 Fee: \$50.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 06/23/2011 09:28 AM Pg: 1 of 8

DMI MA

Prepared By: DMI 1 Corporate Drive, Suite 360 Lake Zurich, IL 60047

MODIFICATION **AGREEMENT** 

(Privioing for Fixed Interest Rate)

Loan Number: 1423336203

n Number: 1423336203
This Loan Modification Agreement ("Agreement"), made this 5th between

TERESA MOORE, Borrower

day of C/0/4/5(

October, 2010

NEIGHBORHOOD LENDING SERV

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated October 27, 2008 and recorded in the INST#0831511014 ON 11/10/2008 Records of [Name of Records]

DMI MODIFIED

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

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Form 3179 1/01 (rev. 01/09)

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Recording Requested By: LSI

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#### COOK COUNTY, IL

[County and State, or other Jurisdiction]

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

8949S MARSHFIELD AVE CHICAGO, IL 60620

[Property Address]

the real property described being set forth as follows:

OFCO

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 October 5, 2010 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 59,158.92 , 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 integes, to the order of Lender. Interest will be charged on the Unpaid Principal Balance for the first year at the yearly rate of 4.000 % from October 17, 2010

Borrower promises to make monthly payments of principal and interest in the unjoint of U.S. \$ 282.43 beginning on the of each succeeding month until principal and interest are paid in full.

The yearly rate of 4.000 % will remain in effect until principal and interest is paid in tall.

If on October 17, 2040 (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.

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.

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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.

- Borrover Iso 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, issessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Sec rity 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 providers 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 rute reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and parr graph A.1 of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Pryme t Rewards rate reduction to which Borrower may have otherwise been entitled; and
  - (b) all terms and provisions of any adjustrate 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 Inst.un ent 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 release a many provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights ander 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.

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LOAN MODIFICATION AGREEMENT - Single-Family - Fannie Mae Uniform Instrument -Providing For Fixed Interest Rate

Amended to include Notary Acknowledgments and other information

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- (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.
- (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 bin and inure to the heirs, executors, administrators, and assigns of the Borrower.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGN, TURE PAGES FOLLOW.

#### DMI MODIFIED

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Jeresa Hoore October 7,20	1/() (Seal)
TERESA MOORE	-Borrower
	(Seal) -Borrower
	-Bollower
	(Seal)
C <sub>A</sub>	-Borrower
Os.	(Seal)
	-Borrower
	(Seal)
	-Borrower
	(Seal) -Borrower
	-Bonowei
	(Seal)
	-Borrower
	(Seal) -Borrower
BORROWER ACKNOWLEDGMENT	
State of Illingis /	
This instrument was acknowledged before me on October 7, 2010	<b>S</b> C.
TERESA MOORE	by
	~ ()
My commission expires: 4/29/20/2  **OFFICIAL SEAL* Kimberly L. Wilson Notary Public, State of Illinois	
My commission expires: 429/20/2  Kimberly L. Wilson Notary Public. State of Illinois Cook County My Commission Expires April 29, 2012	}
My Commission Expires April 29, 2012	}
Notary Public	~~*
DMI MODIFIED	

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NEIGHBORHOOD LENDING SERV	2/02/2011	
Lender	Date (Seal)	
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0	AHOBHOMINITE OF THE STATE OF TH	
By: Rober Course		
	AROBH WILL	
Its: Asst. Deputy Vitector	Date  Date  SERVICES  Lender  SERVICES  AND	
Ox		
State of Illinois )	NOWLEDGMENT	
County of Cook		
, soon ,		
This instrument was acknowledged before me on	y), a Notary Public in and for said state	
as allorney-in-fact for nergonally appeared. D	obir Coffey, Assist. Deputy Director, for	
NEIGHBORHOOD LENDING SERV	oblication, Assist. Deputy Director, for	
known to me to be the person who are		
said entity, and acknowledged to me	cuted the within instrument on behalf of that he/she/the) executed the same for the	
purpose therein stated.	that he/she/they executed the same for the	
	<b>6</b> .	
( ) African Company		
£		
OFFICIAL SEAL	Imelda Lopez-Blanco	
3 188CL1141 (1995)	Type or Print Name of Notary	
NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:05/28/13	Notary Public, State of	
	My Commission Expires: 05/28/2013	

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-OUNTY CIEPTS OFFICE

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Loan #

: 1423336187

#### Exhibit A

LEGAL DESCRIPTION

The following described property:

In Cook County, Thingis:

The South Eighteen (13) feet of Lot Twenty-Two (22) and Lot Twenty-Three (23) (except the South Twelve (12) feet thereof) in Dewey's Beverly Hills, being a Subdivision of Blocks One (1) and Two (2) in South Half (1/2) of that part East of Columus Chicago and Indiana Central Railroad of Section 6, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Assessor's Parcel No:

25062170140000

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#### Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Retira 10 LSI North Revoide 5634 Dudway Block Mc Clellin

Report Mortgage Fraud 800-532-8785 9870921

The property identified as:

PIN: 25-06-217-014-0000

Address:

Street:

8949 SOUTH MARSHFIELD A VENUE

Street line 2:

City: CHICAGO

State: IL

Lender. NEIGHBORHOOD LENDING SERV

Borrower: TERESA MOORE

Loan / Mortgage Amount: \$59,158.92

of Collumn Clarks 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: CD3C69AE-1B50-4CB6-9A4F-DA214B03592D

Execution date: 10/05/2010