



Doc#: 1119203003 Fee: \$52.25
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 07/11/2011 10:28 AM Pg: 1 of 8

RECORDING REQUESTED BY:
HOME SAVINGS OF AMERICA

AND WHEN RECORDED MAIL TO:

HOME SAVINGS OF AMERICA
35 E. BROADWAY
LITTLE FALLS, MN 56345

SPACE ABOVE FOR RECORDER'S USE

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 21st day of June 2011, between Annie Steward, an Unmarried Woman ("Borrower") and Home Savings of America ("Lender"), current holder of the Adjustable Rate Note Secured by Deed of Trust ("Note") and Deed of Trust hereinafter described, amends and supplements the (1) Note dated January 11, 2008, made in the original principal amount of \$ 247,000.00; (2) the Deed of Trust dated January 11, 2008, and recorded February 5, 2008, as Document Number 0803618095 in the official records of Cook County, Illinois, which covers real property described in said Deed of Trust commonly known as 20827 Sparta Lane, Olympia Fields, Illinois 60461 (the "Property"), and legally described as set forth in Exhibit A hereto; and, (3) a Loan Modification Agreement dated August 11, 2009, ("First Modification"). A copy of the First Modification is attached hereto as Exhibit B and incorporated herein by reference.

As of June 21, 2011, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 249,638.02 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

1. Borrower and Lender have agreed to modify the Note dated January 11, 2008, and the First Modification as follows:
 - a. By changing the interest rate in Section 2(A) of the Note and Section 2(A) of the Adjustable Rate Rider Secured by Deed of Trust from a 4.125% adjustable yearly rate to a 3.500% adjustable yearly rate commencing on July 1, 2011.
 - b. The fixed rate period of the adjustable rate mortgage will end on the 1st day of July 1, 2016. The interest rate change dates in Section 2(B) of the Note and Section 2 (B) of the Adjustable Rate Rider Secured by Deed of Trust is changed from the 1st day of September 2011, to the 1st day of July 2016, and on that day every 12th month thereafter.

| | |
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| SC | Y |
| E | N |
| INT | Y/W |

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- c. By changing the initial monthly payment referred to in Section 3(B) of the Note and Section 3(B) of the Adjustable Rate Rider Secured by Deed of Trust to \$814.99 for payments commencing on the 1st day of August 2011. This amount will pay the interest portion of the amortized monthly payment and a percentage of the amortized principal payment. This payment amount is applicable only during the first year following this modification. The schedule of monthly payments of principal and interest during the fixed rate period of adjustable rate mortgage is as follows:

| Year | % of Principal Payment | Total Payment Due | Payment Begins On | Number of Pmts. |
|-------|------------------------|-------------------|-------------------|-----------------|
| One | 20% | \$814.99 | August 1, 2011 | 12 |
| Two | 40% | \$907.21 | August 1, 2012 | 12 |
| Three | 60% | \$1005.42 | August 1, 2013 | 12 |
| Four | 80% | \$1108.29 | August 1, 2014 | 12 |
| Five | 100% | \$1214.50 | August 1, 2015 | 12 |

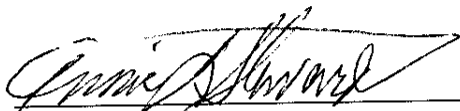
The initial payment change date in Section 3(C) of the Note and Section 3(C) of the Adjustable Rate Rider Secured by Deed of Trust is changed from the 1st day October 2011, to the 1st day of August 2012.

- d. By replacing Sections 3(D), 3(E), 3(F), & 3(G) of the Note and Section 3(D), 3(E), 3(F), & 3(G) of the Adjustable Rate Rider Secured by Deed of Trust with the following terms:
1. **Limits on Interest Rate Changes**
The interest rate I am required to pay at the first Change Date will not be greater than 5.500% or less than 4.000%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than 2.000% from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 10.950% or less than 4.000%.
 2. **Effective Date of Changes**
My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.
 2. Borrower acknowledges that she has had the opportunity to consult with counsel of her choosing prior to executing this Agreement.
 3. Borrower will also comply with all other covenants, agreements, terms, condition, and requirements of the Note and Deed of Trust, including, without limitation, the Borrower's agreement to make all payments of property taxes,

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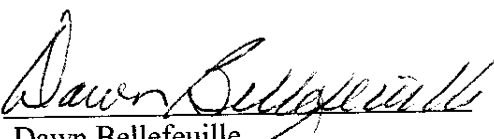
insurance premiums, assessments, and all other payments that the borrower is obligated to pay under the terms of the Note and Deed of Trust.

4. Except as herein provided in this Loan Modification Agreement, the Note and Deed of Trust remain unchanged and in full force and effect.
5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Deed of Trust. Except as expressly provided in this Agreement, the Note and Deed of Trust will remain unchanged, and the borrower and Lender will be bound by, and comply with, all of the terms and provisions of the Note and/or Deed of Trust, as amended by this Agreement.
6. This Agreement is in effect upon execution by the Borrower and will be treated as such. If, however, corrections and/or amendments are needed for this Agreement to correctly reflect the intent of all parties, the Borrower will perform reasonable requests and return the documents as necessary to the Lender.


Annie Steward

Dated: 06/29/11

Home Savings of America

By: 
Dawn Bellefeuille
Its: Vice President

Date: 6-30-11

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Property of Cook County Clerk's Office

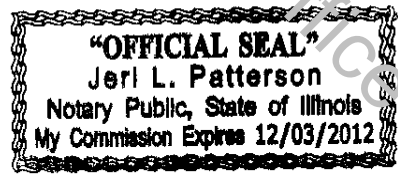
STATE OF CALIFORNIA,)
County of COOK)

On JUNE 29th, 2011, before me,
Jeril Patterson, a Notary Public, personally appeared
Annie L Steward, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument, and acknowledged to me he/she/they executed the same in his/her/their
authorized capacity(ies) and that by his/her/their signature(s) on the instrument, the
person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jeril Patterson (Seal)



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STATE OF MINNESOTA,)

County of MORRISON)

On June 30, 2011, before me, Heidi L Klemish, a Notary Public, personally appeared Dawn Bellefeuille, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Minnesota that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Heidi L Klemish (Seal)

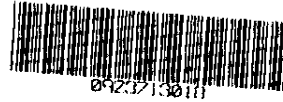
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EXHIBIT "A"

**LOT 3 IN BLOCK 6 IN ATHENIA PARK, BEING A SUBDIVISION IN THE
NORTHEAST ¼ OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 13 EAST OF
THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF
RECORDED OCTOBER 23, AS DOCUMENT NUMBER 1673480, IN COOK
COUNTY, ILLINOIS.**

Permanent index number: 31-24-205-003-0000

Property of Cook County Clerk's Office

UNOFFICIAL COPY*Exhibit "B"***RECORDING REQUESTED BY:**
HOME SAVINGS OF AMERICA**AND WHEN RECORDED MAIL TO:**HOME SAVINGS OF AMERICA
35 E. BROADWAY
LITTLE FALLS, MN 56345Doc#: 0923713018 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/25/2009 11:03 AM Pg: 1 of 8

SPACE ABOVE FOR RECORDER'S USE

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 11th day of August 2009, between Annie Steward, an Unmarried Woman ("Borrower") and Home Savings of America ("Lender"), current holder of the Adjustable Rate Note Secured by Deed of Trust ("Note") and Deed of Trust hereinafter described, amends and supplements the (1) Note dated January 11, 2008, made in the original principal amount of \$ 247,000.00; (2) the Deed of Trust dated January 11, 2008, and recorded February 5, 2008, as Document Number 0803618095 in the official records of Cook County, Illinois, which covers real property described in said Deed of Trust commonly known as 20827 Sparta Lane, Olympia Fields, Illinois 60461 (the "Property"), and legally described as set forth in Exhibit A hereto; and (3) A Loan Modification Agreement dated November 21, 2008 ("First Modification"). A copy of the First Modification is attached hereto as Exhibit B and incorporated herein by reference.

As of August 11, 2009, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 249,725.78 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

1. Borrower and Lender have agreed to modify the Note dated January 11, 2008, and the First Modification as follows:
 - a. By changing the interest rate in Section 2(A) of the Note and Section 2(A) of the Adjustable Rate Rider Secured by Deed of Trust from a 4.375% fixed yearly rate to a 4.125% adjustable yearly rate commencing on September 1, 2009.
 - b. By changing the interest rate change dates in Section 2(B) of the Note and Section 2 (B) of the Adjustable Rate Rider Secured by Deed to Trust from the 1st day of December 2010, to the 1st day of September 2011, and on that day every 12th month thereafter.

*SYB
M/09*

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- c. By changing the Calculation of Interest Rate Changes in Section 2(E) of the note and Section 2(E) of the Adjustable Rate Rider Secured by Deed of Trust from adding 2.500% to the current index to adding 4.000% to the current index.
- d. Borrower shall have the option to pay an interest only payment commencing with the October 1, 2009, payment in the amount of \$858.43. The option to make the interest only payment shall end with the September 1, 2011, payment. The Interest Only Payment shall be the amount that would pay the interest portion of the monthly payment at the current interest rate. The Principal balance will not be decreased by this payment option. This payment option will not be available beginning with the October 1, 2011, monthly payment and is subject to change if the loan balance changes. The initial payment change date in Section 3(C) of the Note and Section 3(C) of the Adjustable Rate Rider Secured by Deed of Trust is changed from the 1st day of January 2011, to the 1st day of October 2011.
- e. By replacing Sections 3(D), 3(E), 3(F), & 3(G) of the Note and Section 3(D), 3(E), 3(F), & 3(G) of the Adjustable Rate Rider Secured by Deed of Trust with the following terms:
1. Limits on Interest Rate Changes
The interest rate I am required to pay at the first Change Date will not be greater than 6.125% or less than 4.500%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than 2.000% from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 10.950% or less than 4.500%.
 2. Effective Date of Changes
My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.
2. Borrower acknowledges that she has had the opportunity to consult with counsel of her choosing prior to executing this Agreement.
3. Borrower will also comply with all other covenants, agreements, terms, condition, and requirements of the Note and Deed of Trust, including, without limitation, the Borrower's agreement to make all payments of property taxes, insurance premiums, assessments, and all other payments that the borrower is obligated to pay under the terms of the Note and Deed of Trust.