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Doc#: 1120319100 Fee: \$50.25
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 07/22/2011 02:06 PM Pg: 1 of 7

After Recording Return To:

RUTH RUHL, P.C.
2305 Ridge Road, Suite 106
Rockwall, TX 75087

Prepared By:
RUTH RUHL, P.C.
2305 Ridge Road, Suite 106
Rockwall, TX 75087

Freddie Mac Loan No.: 141068043
Loan No.: 0014509988

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED.

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective August 15, 2010, between
Guiseppe Maggiolini and Carmela Maggiolini, husband and wife ("Borrower/Grantor") and
RBS Citizens, N.A., f/k/a Citizens Bank, N.A., s/b/m to Charter One Bank N.A. ("Lender/Grantee"),

whose address is 10561 Telegraph Road, Glen Allen, Virginia 23059
and amends and supplements (1) the Note (the "Note") made by the Borrower, dated September 5th, 2003, in the
original principal sum of U.S. \$ 220,000.00, and (2) the Mortgage, Deed of Trust or Security Deed (the
"Security Instrument"), recorded on N/A, 09/10/2003, in Book/Liber N/A, Page N/A,
Instrument No. N/A, Official Records of Cook County, Illinois.
The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and
personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"),
which is located at 18242 Cork Ave, Tinley Park, Illinois 60477

*Instrument No.0325346234

S ✓
P ✓
S ✓
M ✓
SC ✓
E ✓
INT ✓/10

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That real property is described as follows:

LOTS 54 IN AVONDALE LAKES SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE RIGHT OF WAY OF NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION IN COOK COUNTY, ILLINOIS.

PINS: 27-35-400-014

27-35-400-013

27-35-400-012

27-35-400-011

27-35-400-004

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower is, is not, the occupant of the Property.

2. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$ 27,221.99 , have been added to the indebtedness under the terms of the Note and Security Instrument. As of August 1st, 2010 , the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 227,730.70

3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.500 %, beginning August 1st, 2010 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,174.57 , beginning on the 1st day of September, 2010 and continuing thereafter on the same day of each succeeding month. If on August 1st, 2010 , (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at CCO Mortgage, 10561 Telegraph Road, Glen Allen, Virginia 23059

or at such place as the Lender may require.

4. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and 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.

5. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

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6. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification. [Check applicable box(es)]

1-4 Family Rider - Assignment of Rents

Modification Due on Transfer Rider

Bankruptcy Rider

Other Rider

[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

1-25-2011
Date

Giuseppe Maggolini (Seal)
-Borrower

1-25-2011
Date

Carmela Maggolini (Seal)
-Borrower

Date

-Borrower (Seal)

Date

-Borrower (Seal)

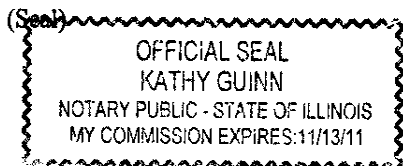
BORROWER ACKNOWLEDGMENT

State of Illinois §

County of Cook §

On this 25 day of January 2011, KATHY GUINN before me, [name of notary], a Notary Public in and for said state, personally appeared Giuseppe Maggolini and Carmela Maggolini

[name of person acknowledged], known to me to be the person who executed the within instrument, and acknowledged to me that he/she/they executed the same for the purpose therein stated.



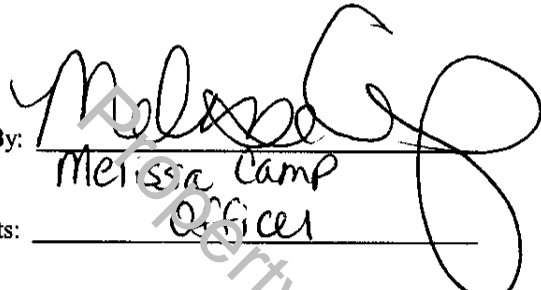
Kathy Guinn
KATHY GUINN
Type or Print Name of Notary
Notary Public, State of IL
My Commission Expires: 11/13/11

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Freddie Mac Loan No.: 141068043
Loan No.: 0014509988

RBS Citizens, N.A., f/k/a Citizens Bank, N.A.,
s/b/m to Charter One Bank N.A. -Lender

1/31/11 -Date

By: 
Melissa Camp
Its: Officer

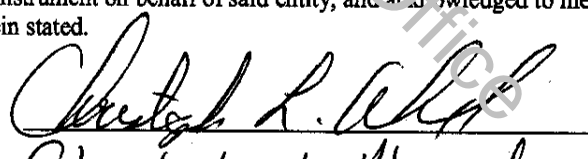
LENDER ACKNOWLEDGMENT

State of Virginia §
County of Henrico §

On this 31 day of January, 2011, before me,
Christopher L. Alexander [name of notary], a Notary Public in and for said state, personally appeared
Melissa Camp, Officer
[name of officer or agent, title of officer or agent] of RBS Citizens, N.A., f/k/a Citizens Bank, N.A., s/b/m to
Charter One Bank N.A.

known to me to be the person who executed the within instrument on behalf of said entity, and acknowledged to me
that he/she/they executed the same for the purpose therein stated.




Christopher L. Alexander
Type or Print Name of Notary

Notary Public, State of Virginia
My Commission Expires: 2/28/14

UNOFFICIAL COPY**MODIFICATION DUE ON TRANSFER RIDER**

Freddie Mac Loan No.: 141068043
 Loan No.: 0014509988

THIS MODIFICATION DUE ON TRANSFER RIDER, effective the 1st day of August, 2010 and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Giuseppe Maggiolini and Carmela Maggiolini, husband and wife

(the "Borrower")

and RBS Citizens, N.A., fka Citizens Bank, N.A., s/b/m to Charter One Bank N.A.

(the "Lender")

covering the Property described in the Loan Modification Agreement located at: 18242 Cork Ave, Tinley Park, Illinois 60477

[Property Address]

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, as its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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.

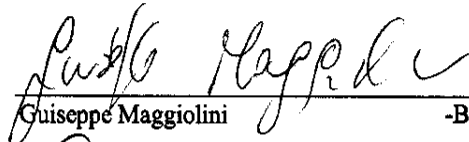
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Freddie Mac Loan No.: 141068043
Loan No.: 0014509988

B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

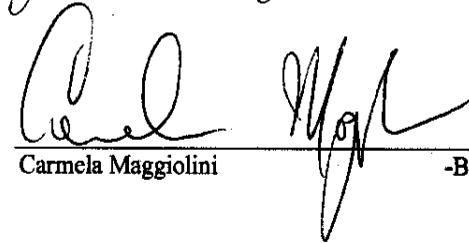
1-25-2011

Date

 (Seal)
Giuseppe Maggiolini -Borrower

1-25-2011

Date

 (Seal)
Carmela Maggiolini -Borrower

Date

(Seal)
-Borrower

Date

(Seal)
-Borrower

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Freddie Mac Loan No.: 141068043
Loan No.: 0014509988

RBS Citizens, N.A., f/k/a Citizens Bank,
N.A., s/b/a to Charter One Bank N.A. -Lender

1/31/11 -Date

By: Melissa Camp
Melissa Camp
Its: Officer

MULTISTATE MODIFICATION DUE ON TRANSFER RIDER
FHLMC UNIFORM INSTRUMENT

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(Modified)

Property of Cook County Clerk's Office