

Doc#: 1120822045 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 07/27/2011 11:09 AM Pg: 1 of 4

Sovereign Bank Loan #: <u>0136310520</u> Freddie Mac Lear #: <u>372660223</u>

Documents prepared by: Sheri Madara

On (Date): <u>February 23, 2011</u> Parcel ID#: <u>24052312010000</u> After recording return to: Sovereign Bank 10-6438-WO4 601 Penn St. Reading, PA 19601

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SUITE 1031 ARRON OH 44311

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.

This Loan Modification Agreement ("Modification") is effective February 1, 2011, between Ziad Sheban ("Borrower"), and Sovereign Bank, ("Lender") at dartends and supplements (1) the Note (the "Note") made by the Borrower, dated July 18, 2006, in the original principal sum of U.S. \$249,000.00, and (2) the Mortgage, Deed of Trust or Deed to Secure (the "Security Instrument"), recorded on August 1, 2006 in Document 0621340198 in Cook County, Illinois. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property describe in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located 9001 South Major Avenue, Oak Lawn, Illinois 60453. That real property is described as:

* Single

See description attached hereto and made a part ne eof:

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 and Security Instrument as follows: The Borrower and the 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 X is, is not, the occupant of the Property.
- 2. The Borrower acknowledges that interest has accrued but 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 \$45,410.67 have been added to the indebtedness under the terms of the Note and Security Instrument. As of February 1, 2011 the amount, including such amounts which

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- 3. have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$288,172.89.
- 4. 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 6.75% (fixed rate), beginning February 1, 2011. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,738.71, beginning on the 1st day of March, 2011, and continuing thereafter on the same day of each succeeding month. If on February 1, 2051 (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 to Sovereign Bank, PO Box 12649, Reading, PA 19612 or at such other place as the Lender may require.
- 5. 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 the Security Instrument, including without limitation. the Borrower's covenants and agreements to make all payments of taxes, is obligated to make under the Security Instrument.
- 6. Nothing in this Modification is 12!! be understood or construed to be a satisfaction or release in whole or in part of 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.
- 7. If one or more riders are executed by the Eurower and recorded together with this Modification, the covenants and agreements of each such rider s'all be incorporated into and shall amend and on Clarks 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

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

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IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement.

_	SOVEREIGN BANK Successor to Nancy A. Burdett, Assistant Vice President
	COMMONWEALTH OF PENNSYLVANIA, BERKS COUNTY SS: On this, the day of the county and the county so that the county so the county so the county so tha
	On this, the day of the day of the personally appeared Nancy A. Burdett, Assistant Vice President, who acknowledged herself to be the Assistant Vice
	President of Sovereign Bank, a corporation, and that she as such Assistant Vice President, being
	authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the

name of the Corporation by herself as Assistant Vice President.

NOTARY PUBLIC

Ziad Sheban, Borrower

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Heatherly A. Mearkie, Notary Public
City of Reading, Berks County
My Commission Expires May 26, 2013

Member, Pennsylvania Association of Notaries

STATE OF IMNOIS

COOK COUNTY SS

On this, the day) of discounting (month), 2011, before me, a Notary Public, personally appeared Ziad Sheban, Borrower, known to me (or satisfactorily prover), to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes here in contained.

IN WITNESS WHEREOF, I have hereunto set my hard and official seal.

Mosa Linon

NOTARY PUBLIC

OFFICIAL SEAL MOSA ELMOSA NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:08/27/14

Original

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Lot 114 in Central Avenue and 91st Street Subdivision in the East 1/2 of The South 1/2 of the Northeast 1/4 of Section 5, Township 37 North, Range 13, East of the Third Principal Mesidian, in Cook County. Illinois.

PIN# 24-05-231-001

Property of Cook County Clark's Office