



Doc#: 1122318021 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/11/2011 12:26 PM Pg: 1 of 4

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**LOAN MODIFICATION AGREEMENT**  
**(Providing for Fixed Interest Rate)**

This Loan Modification Agreement ("Agreement"), made this 5<sup>TH</sup> day of APRIL, 2011 between JENNIFER ALVAREZ AND MICHAEL BARTON ("Borrower") and BLUELEAF LENDING, LLC ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated February 24, 2011 and recorded in Book or Liber \_\_\_ as document #1107033037, of the Cook County Records of Cook County Recorder of Deeds (Name of Records) 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

3745 North Newcastle Avenue, Chicago IL 60634

(Property Address)

the real property described being set forth as follows:

See legal description attachment

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 APRIL 5, 2011 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$251,139.47, 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 4.75 %, from APRIL 1, 2011. Borrower promises to make monthly payments of principal and interest of U.S. \$1,311.71, beginning on the 1st day of MAY, 2011, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.75% will remain in effect until principal and interest are paid in full. If on MARCH 1, 2041 (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.

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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 in 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.

(f) ~~Borrower agrees that the following will take effect with this change in terms: the loan will be a 360-accrual-base and late charges of 15 days or more will be calculated in an amount equal to 5% of the payment amount.~~

Susan K. Dewey (Seal)  
Susan K. Dewey -Lender  
Endorsement Officer

Jennifer Alvarez (Seal)  
Jennifer Alvarez -Borrower

By: Blueleaf Lending, LLC  
Limited Liability Corporation

Michael Barton (Seal)  
Michael Barton -Borrower

[Space Below This Line For Acknowledgments]

State of Illinois  
County of Stephenson

This instrument was acknowledged before me on May 27, 2011 by Jennifer Alvarez, Michael Barton as borrowers and Susan K. Dewey as Endorsement Officer for Blueleaf Lending, LLC, Limited Liability Corporation.

Tracy Moore  
Notary Public



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STREET ADDRESS: 3745 NORTH NEWCASTLE AVENUE

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 13-19-126-031-0000

**LEGAL DESCRIPTION:**

THE NORTH 1/2 OF THE NORTH 59.17 FEET OF LOT 9 IN BLOCK 1 IN W.F. KAISER AND COMPANY'S ADDISON HEIGHTS SUBDIVISION, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office