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Doc#: 1132103016 Fee: \$46.25 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 11/17/2011 11:57 AM Pg: 1 of 5

After Recording Return To: RUTH RUHL, P.C. 2801 Woodside Street Dallas, Texas 75204

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

Loan No.: 1423327384

### LOAN MODIFICATION AGREEMENT

This Loa	n Modification Agreemer	at ("Modification"), is effect	ve May 17th, 2	011 , b	etween
	narried to Nicole D. Hartl		0	("Borrower/Grant	or") and
Neighborhood Le	nding Services		O.		
			<i>'</i>	("Lender/Gr	·antee''),
and amends and s original principal "Security Instrum Instrument No. 0 The Security Inst	upplements (1) the Note (sum of U.S. \$ 33,924.00 ent"), recorded on Augus 523133012 , Official rument, which was entered	st 19th, 2005, in Book/ Records of Cook If into as security for the per	orrower, dated Jul Deed of Trust or Liber N/A formance of the N	Security Deed (the , Fage N/A County, Illinois Note, encumbers the	, in the , real and
personal property	described in the Security at 443 W 126TH PL, Chic	Instrument (and defined in t	the Security Instru	ument as the "P. oc s	<b>ty"),</b>

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### UNOFFICIAL COPY

Loan No.: 1423327384

That real property is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.



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 the regood and valuable consideration which the parties agree they have received, the Borrower and Lender agree to mount the terms of the Note and Security Instrument as follows. The Borrower and Lender agree that the provisions or this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument

- 1. The Borrower represents that the Borrov er  $\overline{X}$  is,  $\square$  is not, the occupant of the Property.
- 2. The Borrower acknowledges that interest has a crued 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 \$7,685.68 , have been added to the indebtedness under the terms of the Note and Security Instrument. As of May 17th, 2011 , the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Falance") is U.S. \$38,826.26
- The Borrower promises to pay the Unpaid Principal Balance, pus 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 5.720 %, beginning May 17th, 2011 The Borrower promises to make monthly payments of principal and interest of U.S. \$ 321.79 , beginning on the 17th day of June, 2011 and continuing thereafter on the same day of each succeeding month. If on May 17th, 2026 , (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrucent, 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 Dovenmuehle Mortgage, Inc., 1 Corporate Drive. Soite 360, Lake Zurich, Illinois 60047 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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## **UNOFFICIAL COPY**

Loan No.: 1423327304					
[To be signed by all Borrowers, endorsers, guarantors, sur Instrument].	reties, and other parties argning the Note or Security				
(a-)3-11	Janus (Seal)				
Date	James E. Quinn —Borrower				
6-23-11	Ville Dallan (Seal)				
Date	Nicole D. Hartley —Borrower				
Date	(Seal) -Borrower				
<u>Or</u>	(Seal)				
Date	Borrower				
BORROWER ACKNOWLEDGMENT					
State of Illinois § County of Cook §	4				
, v	, 2011 , before me,				
On this 23rd day of June Tara Leverette [name personally appeared James E. Quinn and Nicole D. Hard	e of notary], a Notary Public in and for said state, 12.				
[name of person acknowledged], known to me to be the packnowledged to me that he/she/they executed the same for the same f					
(Seal)	<u>SaraSwertles</u>				
	12c2 Leverette				
OFFICIAL SEAL TARA LEVERETTE	Type or Print Name of Notary  Notary Public State of 1LLIN 0 (5				
NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPRESIDENTS	Notary Public, State of 1LLINO(5  My Commission Expires: 02-04-20(3				
<b>W</b>					

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# **UNOFFICIAL COPY**

Loan No.: 1423327384	
Neighborhood Lending Services  -Lender	9/23/11 -Date
By: Riven Coffey  Robin Coffey  Its: Assistant Deputy Director	ON TO ON THE WINDSHIPS OF THE WINDSHIPS
LENDER ACKN	OWLEDGMENT
State of Illinois §  County of Cook §	4nz
On this 23rd day of September Alejandrina Aguilar [na personally appeared Robin Coffey, Assistan [name of officer or agent, title of officer or agent] of Ne	,2011 , before me, me of notary], a Notary Public in and for said state, t Deputy Director bighborhood Lending Services
known to me to be the person who executed the within in that he/she/they executed the same for the purpose therein	strument on behalf of said entity, and acanowledged to me a stated.
(Seal)	Alejandrina Aguilar
OFFICIAL SEAL	Type or Print Name of Notary
ALEJANDRINA AGUILAR Notary Public - State of Illinois My Commission Expires Jul 30, 2012	Notary Public, State of Illinois  My Commission Expires: Jul. 30, 2012

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## **UNOFFICIAL COPY**

Loan # : 1423327285

#### **Exhibit A**

#### **LEGAL DESCRIPTION**

The following described property:

Situated in the County of Cook and State of Illinois known and described as follows, to wit:

Lot 3 in Block & in Frank R. Ives Re-Subdivision of Lots 15, 16, 17 and 18 in Andrew's Subdivision of the East 1/2 of the South West 1/4 and of the Southeast fractional 1/4 of Section 28, Township 37 North, Range 14, North of the Indian boundary line East of the Third Principal Meridian, in Cook County, Illinois.

Assessor's Parcel No: 252

252) 3320070000

Colympia Clark's Office