



Doc#: 1202003003 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 01/20/2012 09:33 AM Pg: 1 of 5

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

**Prepared By:**  
RUTH RUHL, P.C.  
2801 Woodside Street  
Dallas, Texas 75204

Loan No.: 1424094694

**LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement ("Modification"), is effective October 1st, 2011, between Cecily D. O'Quinn, as a single woman ("Borrower/Grantor") and LNV Corporation ("Lender/Grantee"),

whose address is 7195 Dallas Parkway, Plano, Texas 75024 and amends and supplements (1) the Note (the "Note") made by the Borrower, dated June 21st, 2007, in the original principal sum of U.S. \$ 136,000.00, and (2) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), recorded on July 23rd, 2007, in Book/Liber N/A, Page N/A, Instrument No. 0720405320, 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 17041 Ridgewood Avenue, Lansing, Illinois 60438

S Y  
P 5  
S N  
SC Y  
NT Y

**UNOFFICIAL COPY**

Loan No.: 1424094694

That real property is described as follows:

SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT:

LOTS TWENTY-FIVE (25) AND TWENTY-SIX (26) IN BLOCK FOUR (4) IN LANSING CALUMET, BEING A SUBDIVISION OF THE WEST 104 RODS OF THE EAST 132 RODS OF THE NORTH HALF (1/2) OF THE NORTH EAST QUARTER (1/4) OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

APN: 30302030170000 AND 30302030180000

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 \$ 35,644.92, have been added to the indebtedness under the terms of the Note and Security Instrument. As of October 1st, 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 Balance") is U.S. \$ 168,869.68

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 8.990%, beginning October 1st, 2011. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,405.10, beginning on the 1st day of November, 2011 and continuing thereafter on the same day of each succeeding month. If on July 1st, 2037, (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 MGC Mortgage, Inc., 1 Corporate Drive, Suite 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.

# UNOFFICIAL COPY

Loan No.: 1424094694

6. WAIVER.

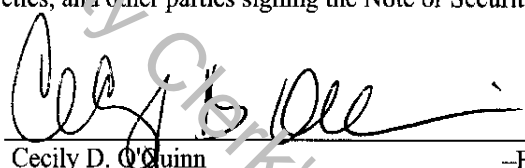
AS A MATERIAL INDUCEMENT TO LENDER TO ENTER INTO THIS AGREEMENT, EACH BORROWER, ON BEHALF OF HIMSELF AND HERSELF AND HIS AND HER SUCCESSORS, ASSIGNS, HEIRS, LEGAL REPRESENTATIVES AND CONSTITUENTS (WHETHER OR NOT A PARTY HERETO) (BORROWER AND SUCH SUCCESSORS, ASSIGNS, HEIRS, LEGAL REPRESENTATIVES AND CONSTITUENTS BEING REFERRED TO HEREIN COLLECTIVELY AND INDIVIDUALLY, AS "OBLIGORS, ET AL."), HEREBY FULLY, FINALLY AND COMPLETELY RELEASE AND FOREVER DISCHARGE ORIGINAL LENDER, LENDER AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AFFILIATES, SUBSIDIARIES, PARENTS, OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, ATTORNEYS AND AGENTS, PAST, PRESENT AND FUTURE, AND THEIR RESPECTIVE HEIRS, PREDECESSORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY AND INDIVIDUALLY, "LENDER, ET AL.") OF AND FROM ANY AND ALL CLAIMS, CONTROVERSY, DISPUTES, LIABILITIES, OBLIGATIONS, DEMANDS, DAMAGES, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), DEBTS, LIENS, ACTIONS AND CAUSES OF ACTION OF ANY AND EVERY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY THEREOF RELATING TO THE LOAN, AND WAIVE AND RELEASE ANY DEFENSE, RIGHT OF COUNTERCLAIM, RIGHT OF SET-OFF OR DEDUCTION TO THE PAYMENT OF THE INDEBTEDNESS EVIDENCED BY THE NOTE AND/OR THE MORTGAGE OR ANY OTHER LOAN DOCUMENT WHICH OBLIGORS, ET AL. NOW HAVE OR MAY CLAIM TO HAVE AGAINST LENDER, ET AL., OR ANY THEREOF, ARISING OUT OF, CONNECTED WITH OR RELATING TO ANY AND ALL ACTS, OMISSIONS OR EVENTS OCCURRING PRIOR TO THE EXECUTION OF THIS AGREEMENT.

7. AFFIRMATION.

Borrower hereby affirms, confirms, ratifies, renews and extends the debts, duties, obligations, liabilities, rights, titles, security interests, liens, powers and privileges created or arising by virtue of the Loan Documents, as each is amended hereby, until all of the indebtedness and obligations relating to the Loan have been paid and performed in full. Borrower confirms that Lender has not released, forgiven, discharged, impaired, waived or relinquished, and does not hereby release, forgive, discharge, impair, waive or relinquish any rights, titles, interests, liens, security interests, collateral, parties, remedies or any other matter with respect to the Loan, or any of the Loan Documents, but rather Lender is expressly retaining and reserving the same to their fullest extent.

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

\_\_\_\_\_  
Date 11/11/11

  
Cecily D. O'Quinn (Seal)  
--Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
--Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
--Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
--Borrower

# UNOFFICIAL COPY

Loan No.: 1424094694

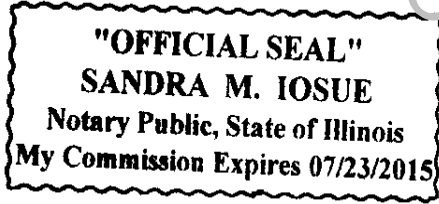
## BORROWER ACKNOWLEDGMENT

State of Illinois §  
County of Cook §

On this 1 day of November, 2011, before me,  
Sandra M. Iosue [name of notary], a Notary Public in and for said state,  
personally appeared Cecily D. O'Quinn

[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.

(Seal)



Sandra M. Iosue  
Sandra M. Iosue  
Type or Print Name of Notary  
Notary Public, State of Illinois  
My Commission Expires: 7/23/2015

# UNOFFICIAL COPY

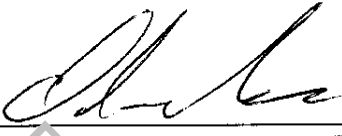
Loan No.: 1424094694

LNV Corporation

-Lender

11-29-11

-Date

By: 

**ODISHU R. MALIK**

Its: Authorized Signer

### LENDER ACKNOWLEDGMENT

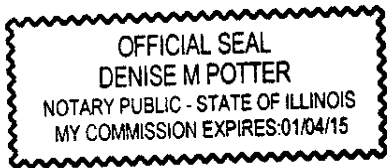
State of IL §

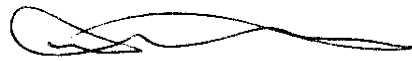
County of Lake §

On this 29th day of November, 2011, before me,  
Denise M. Potter [name of notary], a Notary Public in and for said state,  
personally appeared ODISHU R. MALIK, Authorized Signer  
[name of officer or agent, title of officer or agent] of LNV Corporation

, [name of entity]  
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.

(Seal)





Denise M. Potter  
Type or Print Name of Notary

Notary Public, State of IL

My Commission Expires: 11/4/15