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1210115004 Fee: \$72.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 04/10/2012 08:39 AM Pg: 1 of 5

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Prepared By: Stephanie Pate

Return To: Branch Banking and Trust Co.

301 College Lt Greenville SC, 2°601

BB&T Mortgage Loar No- 6991710238

MIN NO: 1005226 0000004993 6

#### LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), is effective February 1, 2012, between Karen Dean (Borrower) Vife and Albert Dean (Borrower) Husband and Mortgage Electronic Registration Systems Inc. (MERS) ("Lender"), and amends and supplements (1) the Note made by the Borrower, dated (6/1)5/2008 in the original principal sum of U.S. \$125,004.00 and (2) the Mortgage, Deed of Trust, or Deed to Secure Debt ("the Security Instrument") securing the Note recorded on 06/24/2005 in Doc # 0817633020 in the Office of the Registry of Cook County. For the purpose of this Agreement, the term "Property" shall be the real property and personal property, if any, together with any improvements located thereon, as more particularly described in the Security Instrument and having an address of:

> 14514 S Atlantic Avenue Riverdale IL 60827

The real property described being set forth as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND INDE A PART HEREOF AS EXHIBIT "A"

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):

- Borrower hereby acknowledges that prior to this modification the outstanding unpaid riveipal balance due under the Note and Security Instrument is \$118,583.88.
- 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, cost and expenses, in the total amount of \$7,605.64 has been added to the indebtedness under the terms of the Note and Security Instrument, as of February 1, 2012 resulting in a total indebtedness due of U.S. \$126,189.52 (the new "Unpaid Principal Balance").
- 3. The borrower promises to pay the new Unpaid Principal Balance to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual rate of 4.000%, from February 1, 2012. The borrower promises to make monthly payments of principal and interest of U.S. \$602.45, beginning on March 1, 2012 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on February 1, 2042 (the "Maturity Date"), the borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the borrower will pay these amounts in full on the Maturity Date.

Borrower Initial:

Co-Borrower Initial:

### BB&T Mortgage Loan No. 19 NO. FFICIAL CMN 10052 6 0000004993 6

The Borrower will make such payments to and at <u>Branch Banking and Trust Company, Mortgage Payment Center, P.O. Box 580302, Charlotte, NC 28258-0302</u> or such other place as the Lender may require.

- 4. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.
- 5. The bon over also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance o emiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, n'all and void, as of the date specified in paragraph No. 1 above:
- a) All terms and provision of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change of a limit the rate of interest payable under the Note: and
- b) All terms and provisions of any acjustable rate rider 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.
- 6. Nothing in this Agreement shall be und π sood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Exc μe as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain un hanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions there or, as amended by this Agreement.

Borrower Initial:

Co-Borrower Initial:

# BB&T Mortgage Loan No. 99 N 1623 FFICIAL CMN NO. 10052 6 0000004993 6

### (Individual Acknowledgement)

Witness our hands and seals to this Agreement this 121 day of March, 2012.
Witness Signature  Witness Printed Name  Witness Signature  Witness Signature  Witness Signature  Witness Signature
STATE OF
COUNTY OF
acknowledged the execution of the foregoing AGREEMENT.
The execution thereof SWORN to before me this 12 day of Miax, 2012
NOTARY PUBLIC FOR STATE OF TWO
Notary Public
DELCINE MARIE PRICE MY COMMISSION EXPIRES MARCH 26, 2014

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BB&T Mortgage Loan No. 6991710238

MIN No. 1005226 0000004993 6 MERS Phone: 1-888-679-6377

(Corporate Acknowledgement)	
Witness our hands and seals to this Agreement this	day of <u>March</u> , 2012.
Printed Name: Michael Wagner	Mortgage Electronic Registration Systems, Inc  BY Warman  John Harmon  Assy Secretary
STATE OF South Carolina)	
COUNTY OF Greenville)	Tig
Holder personally appeared before me this day and ack	I County, do hereby certify that , has harmon ender/Not nowledged that he/she is has behalf of the corporation the due execution of the foregoin
SWORN TO BEFORE ME THIS	day of
My Commission Expires: My Commission Expires  July 13, 2019	Notary Prodic

Notary Public of South Carolina

### **UNOFFICIAL COPY**

#### EXHIBIT "A"

LOT 8 IN BLOCK 81 IN IVANHOE UNIT NO. 4, BEING BRANIGAR BROTHERS SUBDIVISION IN THE SOUTH 1/2 OF THE SOUTH 1/2 OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL ID NUMBER 29-04-328-022-0000

COMMONLY KNOWN AS 14514 ATLANTIC AVENUE RIVERDALE, IL 60827