Doc#: 1210819044 Fee: \$78.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 04/17/2012 09:23 AM Pg: 1 of 6

PREPARED BY AND RETURN TO: ASTORIA FEDERAL SAVINGS AND LOAN ASSOCIATION 211 STATION ROAD, 6th FLOOR MINEOLA, NY 11501 ATTN: POST CLOSING

P.I.N. 1+28-318-078-1075

(Space Above this Line for Recording Data)

Loan# 770179653

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This Loan Modification Agreement ("Agreement"), made as of the 1st day of March, 2012 between JOSEPH RAVIV and STACY RAVIV ("Borrower") whose address is 2608 NORTH LAKEVIEW AVENUE UNIT 7A, CFIC AGO, IL 60614 and ASTORIA FEDERAL SAVINGS AND LOAN ASSOCIATION ("Lender"), whose address is 211 STATION ROAD, 6th FLOOR, MINEOLA, NY 11501 amends and supplements (1) the Mortgage or Deed of Trust (the "Security Instrument") as more fully described in the attached Schedule of Mortgages, and (2) the Note secured by the Security Instrument which covers the real and personal property described in the Security Instrument and defined herein as the "Property", located at:

2608 NORTH LAKEVIEW AVENUE UNIT 7A, CHICAGC, TL 60614

(Property Address)

the real property described being set forth more fully in the legal description attached never of

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 <u>March 01, 2012</u> the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ <u>896,020.46</u> consisting of the unpaid amount(s) loaned to the Borrower by the Lender.

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- 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 3.625%, from March 01, 2012 until principal and interest and all other sums due to Lender are paid in full. Borrower promises to make monthly payments of principal and interest of U.S. \$7,247.94, beginning on April 01, 2012, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on February 01, 2025, 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. No future rate or payment adjustments as set forth in the Adjustable Rate Note and Adjustable Rate Rider shall take place.
- 3. The Borrower will make such payments at such other place as the Lender may require.

 1 Corporate Drive, Suite 360, Lake Zurich, IL 60047 or at 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 the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

Any default under any of the terms of this Lon Modification Agreement shall be considered a default under the terms of the Note and Security Instrument and shall entitle Lender to any of the remedies thereunder, including the option to accelerate the principal balance due and increase the interest rate in event of default, if any.

- Instrument, including without limitation, the Borrower's covenance 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.
- 6. Nothing in this Agreement shall be understood or construed to be a satisfaction or it case in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement. The Borrower does hereby affirm and ratify the extent and validity of the Note, Security Instrument and other Loan Documents which shall remain in full force and effect as of the date hereof except as modified hereby. Borrower does hereby represent, warrant and confirm that there are no defenses, setoffs, rights, claims or causes of action of any nature whatsoever which Borrower has or may assert against Lender with respect to the Note, Security Instrument or other Loan Documents or the indebtedness secured thereby.

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rin.	JOSEPH RAVIV	(Borrower)
	STACY RAVIV	(Borrower)
		(Borrower)
		(Borrower)
Operx		
E OF: ILLINOIS	INDIVIDUAL)	

STATE OF:

COUNTY OF: COOK

day of 2012 before me, the undersigned, On this personally appeared JOSEPH RAVIV and STACY FAVIV, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s), whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity and that by their signature on the instrument, the individual, or the person or behalf of which the individual acted, executed the instrument.

(Notary)

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CURRENT OWNER SEARCH

Order Number: 3441420VT

Legal Description

All that certain lot or parcel of land situate in the County of Cook and State of IL and being more completely described as follows:

Unit 7-A in Marlborough Condominium as delineated on the survey of the following described real estate:

Lots 39, 40 1 and 42 in the subdivision of Lot "B" (except the south 320 feet thereof) in Wrightwood, a subdivision of the Southwest Quarter of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, (ex. ep. that part of said Lot 39 heretofore dedicated for a street, also excepting from said premises that part thereof as 1%, s north of the south line of Lot 16 in the Subdivision of Block 3 of Out Lot "A" in said Wrightwood), all in (ook County, Illinois.

Which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number; 26712365, together with its undivided percentage interest in the Common Elements, in Cook County, Illinois.

Being all and the same lands and premires conveyed to Joseph Raviv and Stacy Raviv by Jay L. Owen, Jr. and Shawna Owen in a Warranty Deed executed 6/5/2007 and recorded 6/22/2007 in Instrument No. 0717355086 of the Cook County, IL Land Records. County Clark's Office

Parcel ID Number:

14-28-318-078-1075



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CURRENT OWNER SEARCH

Order Number: 3441420VT

Mortgages/Deeds of Trust - Schedule B

Description:

Mortgage

Lender/Beneficlary: Mortgagor:

Astoria Federal Mortgage Corp. Joseph Raviv and Stacy Raviv

Original Principal Amount:

\$1,000,000.00

Open Ended:

Executed Date:

No

1/15/2010

Recorded Date:

1/27/2010

Instrument No.:

1002726011

Description: Dated:

Modification 2/1/2011

Recorded:

5/13/2011

Instrument No.:

1113317017

Which mortgage is being further assigned by Astoria Federal Mortgage Corp. to Astoria Federal Swings and Loan Association to be recorded County Clert's Office simultaneously herewith.

All information contained herein is deemed reliable but not guaranteed *****Please retain this document as your original copy*****

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1125/12 (Lender) Dina Girvan, Vice President Date ASTORIA FEDERAL SAVINGS AND LOAN ASSOCIATION Stopport Of Coof (Corporate Seal) [Space Below This Line For Acknowledgements] CORPORATE STATE OF NEW YORK) :ss.: COUNTY OF NASSAU) , 2012, before me the undersigned, day of personally appeared DINA GIRVAIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the

instrument, the individual, or the person on behalf of which the individual acted, executed the instrument

Notary Public - State of New York No. 01SA6132023 Qualified in Nassau County

Commission Expires Rugust 22, 20_____