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Doc#: 1215013018 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/29/2012 10:11 AM Pg: 1 of 6

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, TX 75204

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Loan No.: 0033052838

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), effective this 1st day of March, 2012, between BRIAN PETERS married to UBALDA PETERS ("Borrower/Grantor") and Aurora Bank FSB

("Lender/Grantee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated July 27th, 2006 and recorded in Book/Liber N/A, Page N/A, Instrument No. 0622020029, of the Official Records of COOK County, Illinois, 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 9536 SOUTH KILDARE AVENUE, OAK LAWN, Illinois 60453

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the real property described being set forth as follows:

LOT 11 IN BLOCK 2 IN CHARLES V MC ERLEAN'S 2ND 95TH STREET SUBDIVISION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID NORTHEAST 1/4) IN COOK COUNTY, ILLINOIS.

APN: 24-10-201-018-0000

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 March 1st, 2012, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$186,521.23, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

2. \$55,956.37 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$130,564.86. Interest at the rate of 3.000% will begin to accrue on the Interest Bearing Principal Balance as of March 1st, 2012 and the first new monthly payment on the Interest Bearing Principal Balance will be due on April 1st, 2012. The new Maturity Date will be December 1st, 2036. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On	Number of Monthly Payments
1-5	3.000%	03/01/2012	\$467.40	04/01/2012	60
6-25	4.000%	03/01/2017	\$537.75	04/01/2017	236
N/A	N/A	N/A	\$73,580.15	12/01/2036	1
N/A	N/A	N/A	\$N/A	N/A	N/A
N/A	N/A	N/A	\$N/A	N/A	N/A
N/A	N/A	N/A	\$N/A	N/A	N/A

3. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and the Security Instrument by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.

4. If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.

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5. 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.

6. Borrower 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 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 specified date 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.

7. 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 to 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.

(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.

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Loan No.: 0033052838

Date 4/5/2012

Brian Peters (Seal)
BRIAN PETERS -Borrower

Date 4-05-12

Ubalda Peters (Seal)
UBALDA PETERS -Borrower

Date _____ (Seal)
-Borrower

Date _____ (Seal)
-Borrower

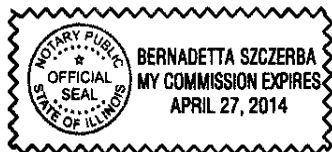
BORROWER ACKNOWLEDGMENT

State of Illinois §
County of COOK §

On this 5th day of April, 2012, before me,
personally appeared Brian Peters and Ubalda Peters
Bernadetta Szczerba [name of notary], a Notary Public in and for said state,

[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)



Bernadetta Szczerba
Type or Print Name of Notary

Notary Public, State of Illinois

My Commission Expires: April 27, 2014

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Loan No.: 0033052838

Aurora Bank FSB

-Lender

4-12-12

-Date

By:

Cassandra Leet

Cassandra Leet

Its:

Vice President

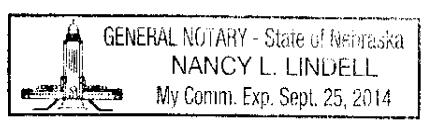
LENDER ACKNOWLEDGMENT

State of Nebraska §
County of Scotts Bluff §

On this 12 day of Apr, 2012, before me,
Nancy L. Lindell, a Notary Public in and for said state,
personally appeared Cassandra Leet, Vice President
[name of officer or agent, title of officer or agent] of Aurora Bank FSB

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)



Nancy L. Lindell
Nancy L. Lindell

Type or Print Name of Notary
Notary Public, State of Nebraska
My Commission Expires: 09/25/2014

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Loan No.: 0033052838

BALLOON ADDENDUM

THIS ADDENDUM is made this 1st day of March, 2012, and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date, given by the undersigned (the "Borrower") which modifies Borrower's Note and Security Instrument to Aurora Bank FSB (the "Lender")

and covers the Property located at:


9536 SOUTH KILDARE AVENUE, OAK LAWN, Illinois 60453
[Property Address]

In addition to the agreements made in the Loan Modification Agreement, Borrower and Lender further agree as follows:

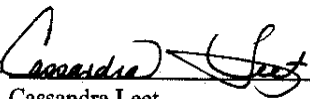
"THIS LOAN MUST EITHER BE PAID IN FULL AT MATURITY OR CONVERTED TO A MARKET LEVEL FIXED RATE OVER THE EXTENDED REMAINING TERM. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE IF YOU DO NOT QUALIFY. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER."

By signing below, Borrower accepts and agrees to the terms and covenants contained herein.

Aurora Bank FSB _____ (Seal)
-Lender


BRIAN PETERS _____ (Seal)
-Borrower


UBALDA PETERS _____ (Seal)
-Borrower

By 
Cassandra Leet _____

_____ (Seal)
-Borrower

Its: Vice President _____

_____ (Seal)
-Borrower