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Doc#: 1215810073 Fee: \$46.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 06/06/2012 12:54 PM Pg: 1 of 5

After Recording Return To:

RUTH RUHL, P.C Attn: Recording Department 2801 Woodside Sacce J-Ox Coc Dallas, Texas 75204

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

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Loan No.: 1423333911

#### LOAN MODIFICATION AGREEMENT

(Providing for Step Interest Rate)

day of April, 2012 This Loan Modification Agreement ("Agreement"), effective this between Natasha L. Tribble and Gregory L. Johnson, wife and husband

("Borrower/Grantor")

and Neighborhood Lending Services

("Lender/Grantee"),

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security in arement"), and Timely Payment Rewards Rider, if any, dated February 29th, 2008 Records of Cook , of the Official

, Instrument No. 0806742118

, and (2) the Note, bearing the same date as, and secured by, the Security Page N/A

Instrument, which covers the real and personal property described in the Security Instrument and defined therein as

the "Property," located at 8145 South Houston, Chicago, Illinois 60617

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the real property described being set forth as follows:

LOT 25 EXCEPT THE SOUTH 7.50 FEET THEREOF AND THE SOUTH 15 FEET OF LOT 26 IN RUSSELL SQUARE SUBDIVISION OF LOTS 1 TO 48 INCLUSIVE AND VACATED ALLEY ALL IN BLOCK 3, VACATED STREET FORMERLY KNOWN AS HOUSTION AVENUE LYING BETWEEN 81ST AND 82ND STREETS AND THE SOUTH 77 FEET OF LOTS 25 TO 48 INCLUSIVE IN BLOCK 4 IN A B MEEKER'S ADDITION TO HYDE PARK, A SUBDIVISION OF THE SOUTHEAST 1/4 EXCEPT THE WEST 25 FEET OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

APN: 21-31-222-051-0000

Opens. In consideration of the mutual provises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$102,654.99, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalize 1.
- Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance for the first three years at the yearly rate of 2.000% from April 1st, 2012, and Borrower promises to pay monthly payments of principal and interest in the amount of U.S. \$423.25, beginning on the 1st day of May, 2012. During the four n year, interest will be charged at the yearly rate of 3.000% from April 1st, 2015, and Borrower shall pay monthly payments of principal and interest in the amount of U.S. \$469.60, beginning on the 1st day of May, 2015. During the rifth year, interest will be charged at the yearly rate of 4.000% from April 1st, 2016, and Borrower shall pay monthly payments of principal and interest in the amount of U.S. \$516.85, beginning on the 1st day of May, 2016. During the sixth year and continuing thereafter until the Maturity Date (as hereinafter defined), interest will be charged at the year'y rate of 5.000% from April 1st, 2017, and Borrower shall pay monthly payments of principal and interest in the arrownt of U.S. \$564.69, beginning on the 1st day of May, 2017 and shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. If on March 1st, 2038, (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrover vill pay these amounts in full on the Maturity Date.

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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.

- 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 preprints, 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 speci jed date in paragraph No. 1 above:
- all te ms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any charge or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Reward; 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
- 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.
  - Borrower understands and (gr/e° that:
- All the rights and remedies, stip nations, and conditions contained in the Security Instrument 5. relating to default in the making of payments under the Socurity Instrument shall also apply to default in the making of the modified payments hereunder.
- All covenants, agreements, stipulations and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein mocified 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 Lenie:
- 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.
- 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.
- Borrower agrees to make and execute such other documents or papers as rule be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accerted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

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Loan No.: 1423333911	
14-11-12 Date 04/11/12 Date	Natasha L. Tribble —Borrower  Gregory L. Johnson —Borrower
	(Seal) 
Date	(Seal)
<u> </u>	-Borrower
Date	
BOKROWER ACKNOWLEDGMENT	
State of Illinois  County of Cook  On this I day of April  personally appeared Natasha L. Tribble and Gregory  [name of person acknowledged], known to me to be the acknowledged to me that he/she/they executed the same	norgan who executed the within monument, and
(Seal)  OFFICIAL SE AL  MICHELLE LEE  NOTARY PUBLIC - STATE OF ILLINOIS  MY COMMISSION EXPIRES:09/27/15	My Commission Expires: 9/27/15
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Loan No.: 1423333911 4/26/12 Neighborhood Lending Services -Date Director LENDER ACKNOWLEDGMENT Illinois State of Cook County of 2012 , before me, On this 26th day of [name of notary], a Notary Public in art for said state, personally appeared \_ Alejandrina Aguilar Robin Coffey, Assistant Deputy Director [name of officer or agent, title of officer or agent] of Neighborhood Lending S. rvices , [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) Type or Print Name of Notary Notary Public, State of <u>Illinois</u> OFFICIAL SEAL ALEJANDRINA AGUILAR My Commission Expires: July 30, 2012 Notary Public - State of Illinois My Commission Expires Jul 30, 2012