

UNOFFICIAL COPY



Doc#: 1219847089 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/16/2012 02:25 PM Pg: 1 of 3

[Space Above This Line For Recording Data]

LOAN MODIFICATION AGREEMENT

Chantia Bailey
DT
This Loan Modification Agreement ("Agreement"), made this 12th day of July 2012, between CHARLA B. JENNAN, AN UNMARRIED PERSON ("Borrower") and HABITAT FOR HUMANITY CHICAGO SOUTH SUBURBS ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated JULY 30, 2009 and recorded as document number 0925140065 in 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

13744 S. STATE STREET RIVERDALE ILLINOIS 60827
(Property Address)

the real property described being set forth as follows:

LOT 22 AND 23 (EXCEPT THE SOUTH 135 FEET THEREOF) IN BLOCK 19 IN SUBDIVISION OF PART OF THE SOUTHEAST Y. OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF INDIAN BOUNDARY LINE IN COOK COUNTY, ILLINOIS.

PIN: 25-33-411-028-0000

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 August 1, 2012, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$20,950.00, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. The note will be forgiven at the rate of 5% per year for each year that the borrower has lived in the property since the modification date of August 1, 2012. Each incremental 5% reduction will take place on the anniversary date of this modification with the first reduction taking place on August 1, 2013 and subsequent reductions taking place on the first day of August for each of the next 19 years (total of 20) at which time the entire note shall be forgiven.
3. 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 subject to the above reduction clause.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall

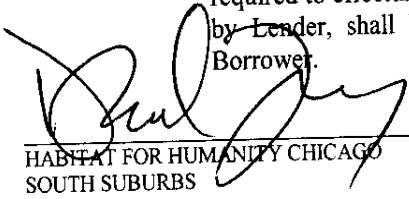
UNOFFICIAL COPY

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.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, 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 date specified 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.
5. 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.

UNOFFICIAL COPY

(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.


HABITAT FOR HUMANITY CHICAGO SOUTH SUBURBS (Seal)
-Lender


CHANTIA BOXLEY (Seal)
Borrower

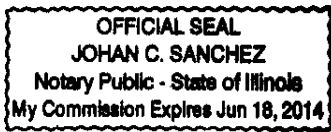
By: DAVID TRACY
EXECUTIVE DIRECTOR

Chantia Boxley (Seal)
-Borrower

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned Notary Public in and for said County this 13th day of JULY, 2012, came DAVID TRACY AND CARLA BUCHANAN, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal .




NOTARY PUBLIC

My Commission Expires: June 18, 2014

Mail to and Prepared by: SCOTT R. WHEATON, ATTORNEY AT LAW
3108 RIDGE ROAD, LANSING, IL 60438