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FHLMC#524939535/JBN#771250
Shahnaz Young/Loss Mitigation
James B Nutter & Co.
4153 Broadway
Kansas City, MO 64111



Doc#: 1226919091 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/25/2012 03:04 PM Pg: 1 of 4

Property of Cook County Clerk

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LOAN MODIFICATION AGREEMENT (To a Fixed Interest Rate)

IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement (the "Agreement"), made and effective this **1st day of February, 2012**, between **James B Nutter & Company** ("Lender") and **Wasay Zabih and Zakia Naderi Zabih** ("Borrowers"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated the **4th day of April, 2008**, in the original principal sum of U.S. **\$332,000.00** and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded in the Official Records as **Instrument# 0810855047** of the **Cook County Records** [Name of Records] of **Cook County, Illinois** [County and State, or other Jurisdiction]. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

8436 N. Springfield Avenue Skokie, Illinois 60076

[Property Address]

the real property described being set forth as follows:

LOT 8 AND THE SOUTH 1/2 OF LOT 7 IN BLOCK 4 IN METROPOLITAN'S MAIN EAST PRAIRIE ROAD GARDENS, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 41, NORTH RANGE 13, EAST OF THE THRID PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. TAX MAP/ ID NO. 10-23-128-057-0000 COMMONLY KNOWN AS: 8436 SPRINGFIELD AVENUE, SKOKIE, IL 60076

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In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. Current Balance. As of **February 1, 2012**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$370,463.45**.
2. **\$69,960.34** 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 **\$300,503.11**.
3. Interest Rate. 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 **5.00%** beginning **March 1, 2012**, both before and after any default described in the Note. The yearly rate of **5.00%** will remain in effect until principal and interest is paid in full.
4. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,454.70**, beginning on the **1st day of March, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **February 1, 2052** (the "Maturity Date"), borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
5. Place of Payment. Borrower must make the monthly payments at **James B Nutter & Company** or such other place as Lender may require.
6. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
7. Property Transfer. 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 given in accordance with Section 15 of the Security Instrument, 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 this Security Instrument without further notice or demand on Borrower.

8. Compliance with Covenants. 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.

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. Except where otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

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Acknowledgments

State of Missouri
County of Jackson

On the 29th day of May, 2012, before me personally came Bruce Huey, Vice President of James B. Nutter and Company, 4153 Broadway, Kansas City, MO 64111, to me known who, being by me duly sworn, did depose and say that the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

(SEAL)

MARGARET ADAMS
Notary Public - Missouri
STATE OF MISSOURI
Jackson County
My Commission Expires: Sept. 17, 2015
Commission # 11264304

Margaret Adams
Notary Public

State of Illinois)
County of Cook) SS:

On this, the 25 day of May, 2012, before me a notary public, personally appeared Wasay Zabih & Zakia Nadevi, known to me (or satisfactorily proven) to be the person(s) whose name is subscribed to the within instrument, and acknowledged that _____ executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

(SEAL)

Adriana S. Williams
Notary Public

OFFICIAL SEAL
ADRIANA S. WILLIAMS
Notary Public - State of Illinois
My Commission Expires Nov 27, 2014

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In Witness Whereof, Lender and Borrower have executed this Agreement.

James B Nutter & Company

By: Bruce Huey
Bruce Huey

Wasay Zabih (Seal)
Wasay Zabih

Zakia Naderi Zabih (Seal)
Zakia Naderi Zabih

_____[Space Below This Line For Acknowledgment in Accordance with Laws of Jurisdiction]_____