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Doc#: 1233918020 Fee: \$76.00 Karen A. Yarbrough RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 12/04/2012 09:56 AM Pg: 1 of 6

Prepared by Barbara A. Backus M&T Bank 1100 Wehrle Dr., Williamsville, NY 14221

Record & Return to; Schiller & Knapp, LLP 950 New Loudon Rd, suite 109 Latham, NY 12110

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FHA# [31-5036(X)	
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TAX ID 21312070300000	ent >and
LOAN MODIFICATION AGREEME	N( )
(Providing for Fixed Interest Rate)	IN A
(Providing for Fixed Interest Rate)  This to a Modification Agreement ("Agreement"), made effective the	GA-
This Lor Modification Agreement ("Agreement"), made effective the	1 I A AINICE
Day of , 2010 between ALVIN JONES? RATTLEMENT	01411411408
	("Lender")
and M&T BANK whose address is '.'O', Wehrle Drive, Williamsville, NY 14221	( Limber )
whose address is	
Instrument") to Marga etten & Co., Inc.	, date d
June 1, 1987 , recorded June 3, 1987	, in Book or as
Instrument# 87299262 Page	. County of
COOK State of A LINOIS	(2) the Note bearing
the same date as, and secured by, the Security Instrument ("Note"), date as, and	
secured by the Security Instrument ("Note"), (collectively, he "I pan Documents"), w	hich
cover the real and personal property described in the Security Instrument and defined	
therein as the "Property", located 7928 S BR. Nº ON AVENUE CI	, with pre-modification
, with the original principal durance of our	italized amount of U.S.
principal of U.S. \$26,919.86 and with cap  \$3.301.57 The real property described set forth as follows:	
\$3,301.57 The real property described set forth as follows:  Assigned to Metmore Fin, Inc. in volume 87668617, recorded 12/21/1987,  SEE ATTACHED SCHEDULE 'A'  SEE ATTACHED SCHEDULE 'A'	to Mellon Broken Volume
Assigned to Metmore Fin, Inc. in volume 87668617, recorded 12/21/1987	De Martin a Brank
127711 Browned 2/2/2000, Assigned to FO	est On a Pantival
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SEE ATTACHED SCHEDULE'A'  Octobre 00931935, recorded 11/38/2000, the  CO997294 recorded 12/19  Course Bank multime 052 (3180)	he could to
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1233918020 Page: 2 of 6

### **UNOFFICIAL COPY**

onsisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.  The maturity Date of the above referenced Note has been amended from June 1, 2017 to July 1, 2040 ("Maturity Date").  The Borrower promises to pay the Unpaid Principal Balance, plus interest, to coller of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.250% from July 1, 2010  The Borrower promises to pay the Unpaid Principal Balance, plus interest, to be order of the Lender. The Borrower promises to make monthly payments of rincipal and incress as specified below:  a) Monthly principle and interest payments of \$166.88 for the payments due from August 1, 2010 through and including July 1, 2040 If on the Maturity 12 fe, the Borrower still owes amounts under the	consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.  2. The maturity Date of the above referenced Note has been amended from June 1, 2017 to July 1, 2040 ("Maturi Date").  3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.250% from July 1, 2010  4. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. The Borrower promises to make monthly payments of principal and incress as specified below:  (a) Monthly principle and interest payments of \$166.88 for the payments due from August 1, 2010 through and including July 1, 2040 If on the Maturity 12 to the Borrower still owes amounts under the Loan Documents as imended by this agreement, the borrower will pay such amounts in full on the Maturity Date.  The Borrower will make such payments at: M&T Bank P.O. Box 62182, Baltimore, MD 21264	1. As of July 1, 2010	, the amount par	yable under the cor	nbined	
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The Borrower will make such payments at:  M&T Bank P.O. Box 62182, Baltimore, MD 21264  or at such place as the Lender may require.	F. M. H. C. C. L. D. C. C. L. C.	pay such amour  The Borrower will make such pay  or at such place as the Lender ma	yments at:	M&T Bank P.O. Box 6218		:1264
The Borrower will make such payments at:  M&T Bank P.O. Box 62182, Baltimore, MD 21264 or at such place as the Lender may require.  If all or any part of the Property or any interest in it is sold at transferred	5. If all or any part of the Property or any interest in it is sold at transferred	pay such amount.  The Borrower will make such pay or at such place as the Lender material.  5. If all or any part of the Property	yments at:  ty require.  ty or any interest in	M&T Bank P.O. Box 6218 it is sold :, cransf	erred	:1264
The Borrower will make such payments at:  M&T Bank P.O. Box 62182, Baltimore, MD 21264 or at such place as the Lender may require.  If all or any part of the Property or any interest in it is sold at transferred	5. If all or any part of the Property or any interest in it is sold : transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower	pay such amount.  The Borrower will make such pay or at such place as the Lender material.  5. If all or any part of the Property	yments at:  ty require.  ty or any interest in	M&T Bank P.O. Box 6218 it is sold :, cransf	erred	1264

at its option, require immediate payment in full of all sums secured by the Loan Documents. If the Lender exercised 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 the Loan Documents. If the Borrower

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fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on the Borrower

- 6. The Borrower also will comply with all other covenants, agreements and requirements of the Loan Documents, including without limitation, the Borrower's covenants and agreements to make all payment of taxes, insurance premiums, assessments, excrow items, impounds, and all other payments that the Borrower is obligated to make under the Loan Documents, 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 Loan Documents (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
  - all terms and provisions of any adjustable rate rider or other instrument or document that is affected to, wholly or partially incorporated into, or is part of, the Loan Documents and that contains any such terms and provisions as those referred to in (a) above.
- 7. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or it part of the Loan Documents. Except as otherwise specifically provided in this agreement, the Loan Documents will remain unchanged, and the Borrower and Lender and or bound by, and comply with, all of the terms and provisions thereof as amended by an agreement.

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BORROWER CO					
ALVIN JONES /					
Resides at: 7928 S BRANDON AVENUE CHICAGOIL60617					
State of					
KATHLEEN CUMMINGS					
Resides at: 7928 S BRANDON AVENUE CHICAGOIL 60 617					
State of Cook  On the day of July in the year 2010 before me, the undersigned, persoanlly appeared CUMMINGS, KATHLEEN 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					
to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that					
by his/her signature on the instrument, the individual, or person upon behalf of					
which the individual acted, executed the instrument					
Tatrice Benedict Notary Public					

OFFICIAL SEAL
PATRICIA BENEDICT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/28/14

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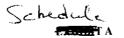
### **UNOFFICIAL COPY**

ENDER		/
(Seal)	-LENDER	Witness: Renee M. Jakubii
By: David R Liga amari Assistant Vice Presiden M&T Bank	ıt .	Witness: Katie M. Stock
	This is the first Assessed	adam antal
OX.		edgments]
(	)	
LENDER	COLL COLL	
State of New York	'C	
County ofErie	0	· .
On the $260$ day of July in the year 201	0 before me, the undersi	gn ad, personally appeared
David R Ligammari personally known	to me or proved to me o	on the basis of Latisfactory evidence
to be the individual(s) whose name(s) is(a	re)subscribed to the with	in instrument a nd acknowledged
to me that he/she/they executed the same	in his/her/their capacity	(ies), and that by his/h >r/their
signature(s)on the instrument, the individu	ual(s),or the person upon	behalf of which the indivioual(s)
acted, executed the instrument.		V/5c.
Magua Notary Public	Ber	
//		
JASON D. BENNEI Notary Public-State of Ne Lic. 01BE6217638 Qualified in Erie Cou My Commission Expires 2	ew York 3 Intv	
Miy Continuosion aspinss =	•	

1233918020 Page: 6 of 6

Alvin L. Jones

## UNOFFICIAL COPY Order Number: 415303-



The following described Real Estate situated in the County of Cook in the State of Illinois, to-wit:

Lot 16 in Mahan's Subdivision of the East Half of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 31, Township 38 North, Range 15, East of the Third Principal Meridian in Cook County, Illinois.

Commonly known as: 7928 S Brandon Avenue, Chicago, IL 60617

TAX ID:21-31-207-030-0000

Being the same property conveyed to Kathleen Cummings by deed dated 10/12/1999 and recorded 10/18/1999 as Document #99973540 in the Records of Cook County, Illinois.

Print Date: 5/13/2010 5:06:42PM Order Number: 415303-1 Page 5 of 5