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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# 131-503600

TAX ID 213120703000000

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made effective the
Day of July, 2010 between ALVIN JONES; KATHLEEN CUMMINGS
("Borrower(s)", whose address is 7928 S BRANDON AVENUE CHICAGO IL 60617
and M&T BANK ("Lender")

whose address is 1100 Wehrle Drive, Williamsville, NY 14221
amends and supplements (1) the Mortgage, Deed of Trust or Secured Debt (the "Security
Instrument") to Margaretten & Co., Inc., dated
June 1, 1987, recorded June 3, 1987, in Book or as

Instrument# 87299262, Page _____, County of
COOK, State of ILLINOIS (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, the "Loan Documents"), which
cover the real and personal property described in the Security Instrument and defined
therein as the "Property", located 7928 S BRANDON AVENUE CHICAGO IL 60617
with the original principal balance of U.S. \$54,800.00 with pre-modification
principal of U.S. \$26,919.86 and with capitalized amount of U.S.
\$3,301.57. The real property described set forth as follows:

* Assigned to Metmore Fin, Inc. in volume 87668617, recorded 12/21/1987, Assigned to Mellon Bank in Volume
0085811, Recorded 2/2/2000, Assigned to First Union National Bank
SEE ATTACHED SCHEDULE 'A'
in Volume 00931935, recorded 11/28/2000, Assigned to M&T Mortgage
Company in Volume 00997294 recorded 12/19/2000, Assigned to
Wells Fargo Bank in Volume 0526318048, recorded
11/20/2005.

Further assigned to M&T Bank, by Assignment dated
October 25, 2012 and recorded concurrently herewith.

S NO
P 6
S ✓
M Mo
SC Yes
E Yes
INT ✓

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In consideration of the mutual promises and agreement exchanged, the parties hereto agree as follows (not withstanding anything to the contrary in the Loan Documents).

1. As of July 1, 2010, the amount payable under the combined Loan Documents in U.S. \$30,221.43 (the "Unpaid Principal Balance") 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 ("Maturity 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 interest 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 Date, the Borrower still owes amounts under the Loan Documents as amended 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
or at such place as the Lender may require.

5. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower not a natural person) without the Lender's prior written consent, the Lender may, 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, escrow 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
- (b) 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 in part of the Loan Documents. Except as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof as amended by this agreement.

Property of Clark County Clerk's Office


KC

initial _____

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BORROWER

Alvin Jones

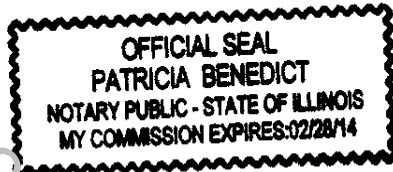
ALVIN JONES

Resides at: 7928 S BRANDON AVENUE CHICAGO IL 60617

State of ILLINOIS
County of COOK

On the 7th day of July in the year 2010 before me, the undersigned, personally appeared JONES, ALVIN *aka Alvin L. Jones* 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 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

Patricia Benedict
Notary Public



CO-BORROWER

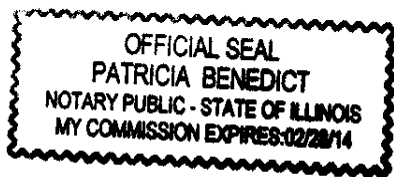
Kathleen Cummings
KATHLEEN CUMMINGS

Resides at: 7928 S BRANDON AVENUE CHICAGO IL 60617

State of ILLINOIS
County of COOK

On the 9th day of July in the year 2010 before me, the undersigned, personally 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 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



Patricia Benedict
Notary Public



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LENDER

M&T Bank (Seal) -LENDER


Witness: Renee M. Jakubik

Witness: Katie M. Stock

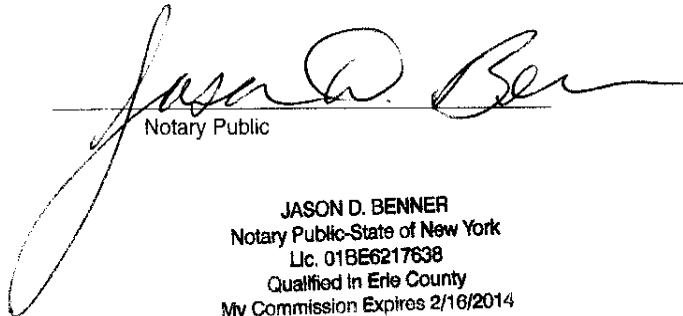
By: 
David R Ligamari Assistant Vice President
M&T Bank

-----[Space Below This Line For Acknowledgments]-----

LENDER

State of New York
County of Erie

On the 16 day of July in the year 2010 before me, the undersigned, personally appeared David R Ligamari personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

JASON D. BENNER
Notary Public-State of New York
Lic. 018E6217638
Qualified in Erie County
My Commission Expires 2/16/2014

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Alvin L. Jones

Order Number: 415303-1

Schedule
~~EXHIBIT A~~

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.

Property of Cook County Clerk's Office