

UNOFFICIAL COPY



Doc#: 1303929028 Fee: \$42.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/08/2013 11:18 AM Pg: 1 of 3

Investor Loan # 213401137

After Recording Return To:
FirstMerit Mortgage Corporation
4455 Hills and Dales Rd NW
Canton, OH 44708

This document was prepared by FirstMerit Mortgage Corporation.

[Space Above This Line For Recording Data]

BALLOON LOAN MODIFICATION AGREEMENT (Providing for an extension of Term)

Account No:
213401137

Borrower(s):
LOUIS A. MARTINO JR., MARRIED MAN., SOLELY

Mail Address:
8300 W. Lawrence Avenue ✓
Norridge, IL 60706

This Loan Modification Agreement ("Agreement"), made on January 16, 2013, between the Borrower(s) **Louis A. Martino Jr.** and **FirstMerit Mortgage Corporation successor in interest to Midwest Bank and Trust Company** amends and supplements (1) the Mortgage or Deed of Trust to secure the debt (the "Security Instrument"), dated December 19, 2005 filed on January 20, 2006 as Doc# 0352933137, in the official Records of Cook County, 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 4655 N. Cumberland Ave. #416, Norridge, IL 60706; the real property described being set forth in the above referenced Security Instrument.

PARCEL 1: UNIT 416 IN TERRACE POINT CONDOMINIUMS OF NORRIDGE AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
THE EAST 369.55 FEET OF THE WEST 419.55 FEET OF THE NORTH 260.7 FEET OF THE SOUTH 31 RODS AND 15 LINKS OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 99562664 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

S ✓
P 3
S N
M N
SC ✓
E ✓
INT DA

UNOFFICIAL COPY

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE S-47 AND PARKING SPACE P-47 LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO DECLARATION RECORDED AS DOCUMENT 99562664

Parcel ID Number: 12-14-200-089-1056. ✓

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 **February 1, 2013**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S **\$196,923.90** consisting of the amount(s) loaned to the Borrower by the Lender.
2. 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 **5.750%** from **January 1, 2013**. The Borrower promises to make monthly payments of Principal and Interest of **\$1342.22** until the Maturity Date. The Principal Balance plus total Interest due which is expected to be **\$169,818.19** at the "Maturity Date" of **December 1, 2017**, if not paid sooner.

If on **December 1, 2017** (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by the Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The borrower will make such payment at any FirstMerit office or at such other place as the Lender may require.

3. If all or any part of the Property, or an interest in it, is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of sums secured by the Security Instrument.

If the Lender exercises 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 Security Instrument. If the borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

4. The 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 premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument
5. 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 as otherwise specifically provided in this Agreement, the Note and Security Instrument 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 the Agreement.

UNOFFICIAL COPY

In Witness Whereof, the Lender and I have executed this Agreement.

Louis A. Martino Jr.
LOUIS A. MARTINO JR.

Christine Martino
CHRISTINE MARTINO
Signing for the sole purpose of waiving
Homestead rights, if any

Two Witnesses:
Anastasia Piliakos
Anastasia Piliakos
Nadine E. Hootman
Nadine E. Hootman

DATE: 1/23/13

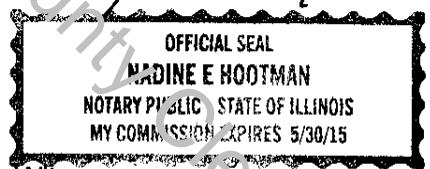
State of Illinois, Cook County SS:

Before me, a Notary public, in and for said County and State, personally appeared the above named Louis A. Martino, Jr. and Christine Martino acknowledge that they did sign the foregoing instrument and same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Norridge this 23 day of January, 20 13.

Sworn to and subscribed before me this 23 day of January, 20 13.

Signed: Nadine E. Hootman



Lender:

FirstMerit Mortgage Corporation

Two Witnesses:
Melinda Carter
Melinda Carter
Michelle Galayda
Michelle Galayda

Sharon Marcanthony
Sharon Marcanthony, Asst. V. P.
Thomas J. Finnegan III
Thomas J. Finnegan III, President

State of Ohio, Stark County SS:

Before me, a Notary public, in and for said County and State, personally appeared the above named Sharon Marcanthony and Thomas J. Finnegan III, authorized officers, knowledge that they did sign the foregoing instrument and same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio this 29th day of January, 20 13.

Sworn to and subscribed before me this 29th day of January, 20 13.

Signed: Michelle Galayda



MICHELLE R. GALAYDA, NOTARY
STATE OF OHIO
MY COMMISSION EXPIRES: 5/2/15