

Prepared by and please return to:  
**Corporate America Family Credit Union**  
2445 Alf Lane  
Elgin, IL 60124-7864

**LOAN MODIFICATION AGREEMENT**

Timothy Holmes  
1129 South Monitor Avenue  
Chicago, IL 60644  
**Cook County**

10423220-171M

September 11, 2012

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## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 11th day of September, 2012, between Timothy Holmes ("Borrower") and Corporate America Family Credit Union ("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 25, 2008 and recorded as Document Number 0821842007, of the Records of COOK County, IL 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

1129 South Monitor Avenue, Chicago, IL 60644

the real property described being set forth as follows:

PIN: 16-17-412-009-0000

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

1. As of September 11, 2012, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$147,618.00, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. 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 4.625%, from September 11, 2012. Borrower promises to make monthly payments of principal and interest of U.S. \$808.46 beginning on the 1st day of October, 2012 and continuing thereafter on the same day of each succeeding month for twelve (12) consecutive payments until October 1, 2013. At that time, the yearly rate will revert to the original yearly rate of 6.25%, with monthly payments of principal and interest of US \$946.99 per month for the remaining balance and loan term until principal and interest is paid in full. If on 08/01/2038 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts to full on the Maturity Date. Borrower will make such payments at 2445 Alft Lane, Elgin, IL 60124-7864 or at such other place as Lender may require.
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 this 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 within which Borrower must pay all sums secured by this 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.

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 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 of demand on Borrower.

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Lender may invoke any remedies permitted by the Security Instrument without further notice of 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 defaults 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.
  - 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.

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*Phil Berg*

(Seal)  
-Lender

Phil Berg  
National Real Estate Loan Manager  
Corporate A Family Credit Union

*Timothy Holmes*

(Seal)  
-Borrower

Timothy Holmes

(Seal)  
-Borrower

[Space Below this Line For Acknowledgements]

State of Illinois

County ss: Matteny

On 9/19/12  
(date)

before me, Kristie Freund  
(Notary)

Phil Berg, personally known to me to be the properly and duly authorized National Real Estate Loan Manager for Corporate America Family Credit Union.

*Kristie Freund*  
(Notary)

9/19/12  
(Date)

My Commission Expires: 7/26/16



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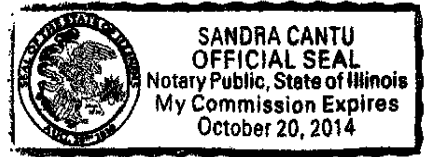
This certificate is attached to an 5-Page document entitled "Loan Modification" and dated 9/11/2012.

Personally appeared Timothy Holmes T.H. 10-13-12  
Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Sandra Cantu (This area for official notarial seal)

September 13, 2012  
(Date)



IL COOK  
(State of) (County of)

My Commission Expires: October 20, 2014

### ACKNOWLEDGEMENT

STATE OF: Illinois  
COUNTY OF: McHenry

On 9/19/12 before me, the undersigned a Notary Public in and for said State, personally appeared Phil Berg, National Real Estate Loan Manager, Corporate America Family Credit Union, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person (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 authorized capacity (ies), and they by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s), acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Kristie Freund (NOTARY STAMP OR SEAL)

Notary Public in and for said County and State  
Kristie Freund  
(Notary's name must be typed or legibly printed)



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## EXHIBIT "A"

THE FOLLOWING DESCRIBED REAL ESTATE, THE REAL ESTATE SITUATED IN THE COOK COUNTY, ILLINOIS:

LOT 31 IN BLOCK 9 IN WILLIAM F. HIGGINS' PARK ADDITION, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF RIGHT OF WAY OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD, IN COOK COUNTY, ILLINOIS.  
SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

ASSESSORS PARCEL NUMBER: 16-17-412-009-0000

ATI ORDER NUMBER: 201208010352

Property of Cook County Clerk's Office