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

Doc#: 1317613014 Fee: \$76.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/25/2013 08:52 AM Pg: 1 of 6

R&R to:
AMP Abstract, LLC
950 New Loudon Road
Latham, NY 12110

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FHA# 137-061255

TAX ID 25-07-218-045

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made effective the May 2010 between GRETTA E CHAMBERLAIN ("Borrower(s)", whose address is 9762 S PROSPECT CHICAGOIL60643 and M&T BANK Son to M&T Mortgage Corporation ("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 Homestart Mortgage Corporation, dated November 22, 2000, recorded November 30, 2000, in Book or as Instrument# 00938345, 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 9762 S PROSPECT CHICAGOIL60643, with the original principal balance of U.S. \$205,538.00, with pre-modification principal of U.S. \$182,010.97, and with capitalized amount of U.S. \$9,857.99. The real property described set forth as follows:

★ Assignment: assignor is Homestart Mortgage Corporation; assignee Carlton mortgage Services Inc. recorded November 30, 2000 with instrument# 00938346. Assignor Carlton Mortgage Services Inc.; assignee M&T Mortgage Corporation with instrument# 0020406247 recorded April 4, 2002

SEE ATTACHED SCHEDULE 'A'

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In consideration of the mutual promises and agreement exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary in the Loan Documents).

1. As of May 1, 2010, the amount payable under the combined Loan Documents in U.S. \$191,868.96 (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 December 1, 2030 to May 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 5.500% from May 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 \$1,089.41 for the payments due from June 1, 2010 through and including May 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 is 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

initial: JEC

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GRETTA E CHAMBERLAIN

BORROWER

WITNESS 1

WITNESS 2

State of Illinois

County of Cook

On this 4th day of May, 2010 before me, the undersigned, personally appeared GRETTA E CHAMBERLAIN

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and he/she/they acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature on said instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the city/town of Chicago

State of Illinois

Paulette Edwards
Notary Public

12-22-2011

My commission expires:



COBORROWER

WITNESS 1

WITNESS 2

State of _____

County of _____

On this _____ day of _____, 2010 before me, the undersigned, personally appeared _____

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and he/she/they acknowledged to me that he/she/they executed the same in his/her/their capacity and that by his/her/their signature on said instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the city/town of _____

State of _____

Notary Public

My commission expires: _____

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LENDER

M&T Bank (Seal) -LENDER

Renee Jakubik
Witness: Renee M. Jakubik

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

Katie M Stock
Witness: Katie M. Stock

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

LENDER

State of New York

County of Erie

On the 13 day of May 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.

[Signature]
Notary Public
JASON D. BENNER
Notary Public-State of New York
Lic. 01BE0217636
Qualified in Erie County
My Commission Expires 2/16/2014

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LEGAL DESCRIPTION :

The land referred to in this Commitment is described as follows:

LOT 19 IN BLOCK 6 IN HILLFORD AND DOBBINS FIRST ADDITION TO WASHINGTON HEIGHTS. SAID ADDITION BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 7, AND THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel Number: 25-07-218-045-0000

Property of Cook County Clerk's Office

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