

# UNOFFICIAL COPY

After recording return to:  
Private Money Exchange  
1121 E Mullan Ave  
Coeur d'Alene, ID 83814



Doc#: 1321818041 Fee: \$48.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/06/2013 10:14 AM Pg: 1 of 6

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this Third day of April, 2013, by and between **Chicago Title Land Trust Company as Trustee under trust agreement dated December 13, 2010 known as Trust Number 8002356249** ("Borrower") and Equity Trust Company Custodian FBO Thomas B. Lewis and Dori Lewis JTWROS ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated 4/11/2012 and recorded on 4/13/2012 under Doc ID # 1210410057, of the Records of Cook County, Illinois and (2) that certain promissory note ("Note") in the original principal loan amount of \$62,000.00, an interest rate of 15% (the "Interest Rate") and a maturity date of 11/30/2012 (the "Maturity Date"), 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", generally located at 3244 W Walnut, Chicago, IL 60624 and legally described as follows:

LOT 44 IN BLOCK 8 IN THE SUBDIVISION OF BLOCKS 2, 5, 8, AND 11 OF TYRRELL, BARRETT AND KERFOOT'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 (NORTH OF LAKE STREET) OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax Parcel #: 16-11-408-074-0000

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

1. Any capitalized term not so defined in this Agreement shall have the meaning as set forth in the Note or Security Instrument, whichever is applicable.
2. As of the May, 2013 payment, the Lender has agreed to modify and amend the Interest Rate from 15% to **11%**. As a result of the decreased interest rate the new monthly interest only payment shall be **Five Hundred Sixty Eight and 33/100 Dollars (\$568.33)**.
3. The Borrower and Lender, for themselves, their heirs, executors, administrators, and assigns,

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hereby mutually agree that the time for the payment of the said principal sum of the Note be and the same is hereby extended to 2/28/2018.

4. In consideration of Lender extending the Maturity Date and lowering the Interest Rate as described above in paragraphs 2 and 3 above, Borrower acknowledges and agrees that, prior to the effectiveness of this Agreement, Borrower shall pay a fee equal to **Two Thousand Seven Hundred Forty and No/100 Dollars (\$2,740.00)** to Private Money Exchange. If this fee is not paid to the Private Money Exchange immediately upon the execution of this Agreement, this Agreement shall become null and void.
5. 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.
6. Borrower understands and agrees that:
  - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default 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) Except as otherwise provided in paragraph 3 above, the Note and Security Instrument remain unmodified and in full force and effect.
  - (e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, attorney's fees, origination points, document preparation fees, and underwriting and processing fees shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
  - (f) 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.

**[Remainder of page intentionally left blank]**

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## SIGNATURE PAGE LOAN MODIFICATION AGREEMENT

IN WITNESS WHEREOF, Lender and Borrower have caused this Agreement to be executed the day and year first above written.

**LENDER:**

Equity Trust Company Custodian FBO Thomas B. Lewis and Doni Lewis JTWR0S

By: Thomas Lewis  
Name: Thomas B. Lewis  
Title: \_\_\_\_\_

By: Doni Lewis  
Name: Doni Lewis  
Title: \_\_\_\_\_

**BORROWER:**

Chicago Title Land Trust Company as Trustee under trust agreement dated December 13, 2010 known as Trust Number 8002356249 **and not personally**

By: Daren M. Finn  
Name: DAREN M. FINN  
Title: ASSISTANT VICE PRESIDENT



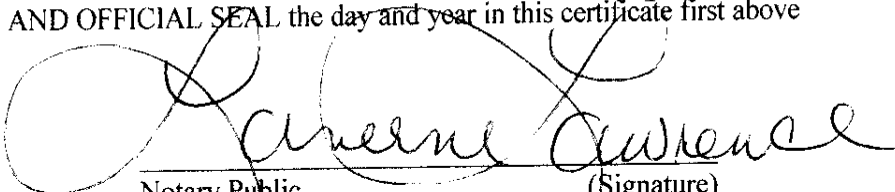
Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
 ) : ss  
County of COOK )

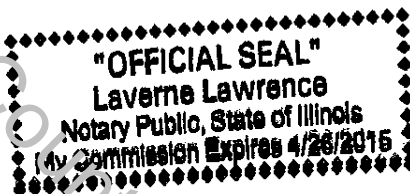
On this 2<sup>ND</sup> day of ~~May~~ AUGUST, 2013, before me personally appeared DAREN M. FINN 480 of CHICAGO TITLE LAND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 13, 2010 KNOWN AS TRUST NUMBER 8002356249 the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

  
Notary Public (Signature)  
LAVERNE LAWRENCE  
(Print Name)

(Seal or Stamp)

My commission expires: \_\_\_\_\_



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## ACKNOWLEDGMENT

State of California  
County of Orange

On April 3, 2013 before me, J. SWEET, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared Thomas Barth Lewis and Don Marianna Lewis  
who 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 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature J. Sweet (Seal)

County Clerk's Office

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## EXHIBIT A LEGAL DESCRIPTION

**Property Address:** 3244 W Walnut  
Chicago, IL 60624

**Legal Description:**

LOT 44 IN BLOCK 8 IN THE SUBDIVISION OF BLOCKS 2, 5, 8, AND 11 OF TYRRELL, BARRICK AND KERFOOT'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 (NORTH OF LAKE STREET) OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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