

**After Recording Return To:**  
RUTH RUHL, P.C.  
Attn: Recording Department  
2801 Woodside Street  
Dallas, Texas 75204

**Prepared By:**  
RUTH RUHL, P.C.  
2801 Woodside Street  
Dallas, TX 75204

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Loan No.: 1413230473

**LOAN MODIFICATION AGREEMENT**  
(Providing for Step Interest Rate)

This Loan Modification Agreement ("Agreement"), effective this 21st day of May, 2013, between Laurie A. Boehm, unmarried, whose address is 16 Woodridge Lane, Streamwood, Illinois 60107 ("Borrower/Grantor") and Alliant Credit Union, whose address is 1 Corporate Drive, Suite 360, Lake Zurich, Illinois 60047 ("Lender/Grantee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated May 20th, 2005 and recorded in Book/Liber N/A, Page N/A, Instrument No. 0515820109, of the Official Records of Cook County, Illinois, 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 16 Woodridge Lane, Streamwood, Illinois 60107

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the real property described being set forth as follows:

SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, TO WIT:

LOT 38 IN THE WOODLANDS, BEING A RE-SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 23 AND IN THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED IN THE RECORDERS OFFICE OF COOK COUNTY ON SEPTEMBER 15, 1977 AS DOCUMENT NUMBER 24107614 AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT NUMBER LR2967169 IN COOK COUNTY, ILLINOIS.

PIN: 06232110250000

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 July 1st, 2012, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$167,367.37, 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 for the first eighteen months at the yearly rate of 3.500% from July 1st, 2012, and Borrower promises to pay monthly payments of accrued interest in the amount of U.S. \$488.16, beginning on the 1st day of August, 2012. During the nineteenth month and continuing thereafter until the Maturity Date (as hereinafter defined), interest will be charged at the yearly rate of 5.625% from January 1st, 2014, and Borrower shall pay monthly payments of principal and interest in the amount of U.S. \$1,121.78, beginning on the 1st day of February, 2014 and shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. If on June 1st, 2035 (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

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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 the 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 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 or demand on Borrower.

4. 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 Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the specified date 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 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) 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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Loan No.: 1413230473

Date May 28, 2013

Laurie A. Boehm (Seal)  
Laurie A. Boehm -Borrower

Date \_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

Date \_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

Date \_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

### BORROWER ACKNOWLEDGMENT

State of Illinois §  
County of Cook §

On this 28<sup>th</sup> day of May, 2013, before me, LINDA C. MINARIK [name of notary], a Notary Public in and for said state, personally appeared Laurie A. Boehm

[name of person acknowledged], known to me to be the person who executed the within instrument, and acknowledged to me that he/she/they executed the same for the purpose therein stated.

(Seal)

Linda C. Minarik Notary Signature  
LINDA C. MINARIK  
Type or Print Name of Notary

Notary Public, State of IL

My Commission Expires: 11/13/14



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Loan No.: 1413230473

Alliant Credit Union  
-Lender

June 4, 2013  
-Date

By: [Signature]  
Matt Dempsey  
Its: Lending Operations Manager

### LENDER ACKNOWLEDGMENT

State of Illinois §  
County of Cook §

On this 4<sup>th</sup> day of June, 2013, before me,  
Dora Reyes [name of notary], a Notary Public in and for said state, personally appeared  
Matt Dempsey, Lending Operations Manager  
[name of officer or agent, title of officer or agent] of Alliant Credit Union

known to me to be the person who executed the within instrument on behalf of said entity, and acknowledged to me that ~~he/she~~ they executed the same for the purpose therein stated.

(Seal)



[Signature]  
Dora Reyes Notary Signature  
Type or Print Name of Notary  
Notary Public, State of Illinois  
My Commission Expires: 5/22/2016

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## MODIFICATION BANKRUPTCY DISCLOSURE ADDENDUM

Loan No.: 1413230473

THIS MODIFICATION BANKRUPTCY DISCLOSURE ADDENDUM, effective the 21st day of May, 2013, and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Laurie A. Boehm, unmarried

and Alliant Credit Union

(the "Borrower"),

(the "Lender"),

covering the Property described in the Loan Modification Agreement located at: 16 Woodridge Lane, Streamwood, Illinois 60107

(Property Address)

Borrower understands and acknowledges that if Borrower breaches any of the terms and conditions of the Loan Modification Agreement, including, but not limited to, timely making the payments described in the Loan Modification Agreement, that Lender has the right to foreclose the Property in accordance with the terms and conditions of the underlying Security Instrument.

In addition to the covenants and agreements made in the Loan Modification Agreement, Borrower and Lender covenant and agree as follows:

1. Borrower was discharged in a Chapter 7 bankruptcy proceeding after the execution of the Note and Security Instrument;
2. Borrower has or reasonably expects to have the ability to make the payments specified in the Loan Modification Agreement; and
3. The Loan Modification Agreement was entered into consensually and it does not affect the discharge of Borrower's personal liability on the Note.

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Borrower understands and acknowledges that Borrower has had an opportunity to consult an attorney of Borrower's own choosing before Borrower executed the Loan Modification Agreement or this Modification Bankruptcy Disclosure Addendum, and Borrower has either consulted with an attorney or has declined the opportunity to consult with an attorney.

Date May 27 2013

Laurie A. Boehm (Seal)  
Laurie A. Boehm -Borrower

Date \_\_\_\_\_

\_\_\_\_\_  
(Seal)  
-Borrower

Date \_\_\_\_\_

\_\_\_\_\_  
(Seal)  
-Borrower

Date \_\_\_\_\_

\_\_\_\_\_  
(Seal)  
-Borrower

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Loan No.: 1413230473

Alliant Credit Union

-Lender

June 4, 2013

-Date

By: Matt Dempsey  
Matt Dempsey  
 Its: Lending Operations Manager

Property of  
COOK County Clerk's Office