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Doc#: 1405615005 Fee: \$42.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 02/25/2014 08:59 AM Pg: 1 of 3

When Recorded Return To: James B. Nutter & Company Prepared By: Carrie NicLeod 4153 Broadway Kansas City, MO 64111

(Space Above This Line For Recording Data)

LOAN MODIFICATION AGREEMENT (Froviding for Fixed Interest Rate)

JBN Loan #: 818363

This Loan Modification Agreement ("Agreement"), made this day of January, 2014, between Arlene E. Green, Single ("Grantor") and James B. Nucler and Company ("Grantee"), amends and supplements (1) the Security Deed (the "Security Instrument") dated June 08, 2010 in the original principal sum of U.S. \$98,712.00 and recorded on July 22, 2010, as Document Number 02 3319050 in the Official Public Records of Cook County, Illinois is 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 2542 E 97th Place, Chicago, Illinois 60617 the real property being set forth as follows:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS: LOT 21. IN SOUTH SHORE ADDITION TO JEFFERY MANOR, BEING A RESUBDIVISION OF PARTS OF CALUMET TRUST'S SUBDIVISION NO. 3, ARTHUR DUNA'S SOUTH SHORE RESUBDIVISION AND ARTHUR DUNA'S SOUTH SUBDIVISION ALL IN THE NORTHWEST FRACTIONAL 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RAYGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (not withstanding anything to the contrary contained in the Note or Security Instrument):

1. As of February 1, 2014, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$73,867.00, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

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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 4.875%, from January 1, 2014. The borrower promises to make monthly payments of principal and interest of U.S. \$390.91 beginning on the 1st day of February 2014, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full on or before January 1, 2044 (the "Maturity Date")"). The Borrower also promises to pay the escrow amounts and the percentage of the annual FHA mortgage insurance premium that the Borrower is obligated to make under the Security Instrument.

The Borrower will make such payments at 4153 Broadway, Kansas City, MO 64111 or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrov cr 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 this 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 stans secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, are Lender may invoke any remedies permitted by this 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, escribilities, impounds, and all other payments that the 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 f interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated to, 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. 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 the 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 this Agreement.

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James B. Nutter & Company (Seal) Lender By Charles Briseno Loss Mitigation Supervisor Assistant Secretary Witness Witness Arlene E. Green Vitness [Space Below This Line Acknowledgments] State of Illinois County of _ day of Januai 4 2014, before me (notary) / (i Ca appeared, Arlene E. Green, Single personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrurient and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the ir strument the person, or the entity upon behalf of which the person acted, execute the instrument. WITNESS my hand and official seal OFFICIAL SEAL ERICA HARTIS Notary Public - State of Mingis My Commission Expires Oct 13, 2016 State of Missouri County of Jackson , 2014, before me personally came Charles Briseno, Loss Mitigation On the Supervisor of James B. Nutter and Company, 4153 Broadway, Kansas City, MO 64111, to me known who, being by me duly sworn, did depose and say that the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

SHELLY SMITH
Notary Public - Notary Seal
STATE OF MISSOURI
Cass County
My Commission Expires: 8/26/2017
Commission # 13447430

Notary Public