

1411115069 Fee: \$52.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 04/21/2014 01:56 PM Pg: 1 of 8

After Recording Return To:

Ruth Ruhl, P.C. 12700 Park Central Drive, Suite 850 Dallas Fexas 75251

Prepared By: RUTH RUHL, P.C. 2801 Woodside Street

Dallas, Texas 75204

Loan No.: [426383244

370×C004 LOAN MODIFICATION AGREEMENT

(Home Preservation Progra n Forgivable Loan)

This Loan Modification Agreement ("Modification"), is effective January 1st, 2014 Judy Arnold Daniels, whose address is 15319 Chicago Road APT 9, Solton Illinois 60419 , between ("Borrower/Grantor") and

Illinois Housing Development Authority

("Lender/Grantee"), whose address is 1 Corporate Drive, Suite 360, Lake Zurich, Illinois 60047 and amends and supplements (1) the Note (the "Note") made by the Borrower, dated November 1th, 1994 original principal sum of U.S. \$ 48,400.00 , and (2) the Mortgage, Deed of Trust or Secu. ity Γ eed (the "Security Instrument"), recorded on November 8th, 1994 , in Book/Liber N/A , Pag: N/A Instrument No. 94949975 , Official Records of Cook The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at 15319 Chicago Road aka 15319 Chicago Road Unit #9, Dolton, Illinois 60419

ILLINOIS LOAN MODIFICATION AGREEMENT (Home Preservation Program Forgivable Loan)

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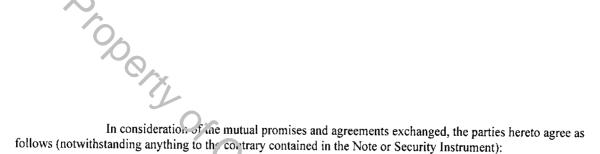
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That real property is described as follows:

UNIT 9 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COACH HOUSE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 21897146, AS AMENDED IN THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

APN: 19-10-423-041-1009



1. Modification Terms. As of January 1st, 2014, (the "Modification Effective Date"), the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$30,216.09, consisting of all amounts and arrearages that are past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances, late charges, and other costs, collectively "Unpaid Amounts") less Principal in the amount of U.S. \$33,741.82, which is subject to the terms of the attached Home Preservation Program Forgivable Loan Agreement. The new amount payable under the Note and the Security Instruments is U.S. \$535.10 (the "New Principal Balance").

Interest at the rate of 7.170% will begin to accrue co the New Principal Balance as of January 1st, 2014 and the first new monthly principal and interest payment on the New Principal Balance will be due on February 1st, 2014.

The monthly principal and interest payment schedule for the mouth of Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On	Number of Monthly rayments
1-11	7.170%	01/01/2014	\$5.90	02/01/2014	131
N/A	N/A	N/A	\$N/A	N/A	N/A
N/A	N/A	N/A	\$N/A	N/A	N/A
N/A	N/A	N/A	\$N/A	N/A	N/A
N/A	N/A	N/A	\$N/A	N/A	N/A
N/A	N/A	N/A	\$N/A	N/A	N/A

The new Maturity Date will be: December 1st, 2024.

The above terms in this paragraph 1. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

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Borrower understands and acknowledges that, if Borrower has a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for the modified loan will be the minimum payment that will be due each month for the remaining term of the loan. Borrower further understands and acknowledges that the modified loan will not have a negative amortization feature that would allow the Borrower to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

2. Property Transfer/Sale. 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 proproving written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Len der 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.

- 3. Covenants/Agreenents/Requirements. 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 contents 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; and
- (b) all terms and provisions of any adjustable rate 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;
 - 4. Miscellaneous Provisions. 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 Ecrrower'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.
- (f) That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.

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	(g)	Borrower will cooperate fully with Lender in obtaining any title endorsement(s), or similar title
	nce produc	t(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to
		odified mortgage loan is in first lien position and/or is fully enforceable upon modification and that
		umstance and not withstanding anything else to the contrary in this Agreement, the Lender does not
receiv	e such title	endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this
Agree	ment will n	not become effective on the Modification Effective Date and the Agreement will be null and void.

(h) Borrower agrees that if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, Borrower will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the original promissory note is replaced, the Lender hereby independing Borrower against any loss associated with a demand on the original note. All documents the Lender requests of Borrower under this paragraph 4 (h) shall be referred to as "Documents." Borrower agrees to deliver the Documents within ten (10) days after Borrower receives Lender's written request for such replacement.

	rer receives Lender's written request for such replacement. is fully executed by the Borrower and the Lender.
[To be signed by all Borlovers, endorsers, guarantors, su Instrument].	ureties, and other parties signing the Note or Security
Fabruary 10, Jaig	Judy Arnold Daniels (Seal) -Borrower
Date	(Seal) -Borrower
Date	(Seal) -Borrower
Date	(Seal) _Borrower
BORROWER AC	KNOWLEDGMENT
State of Illinois § County of Cook § On this it day of GBRUARY Corey Earlie personally appeared Judy Arnold Daniels	, John before me, ne of notary], a Notary Public in and for sud state,
[name of person acknowledged], known to me to be the acknowledged to me that he/she/they executed the same (Seal)	
OFFICIAL SEAL COREY EARLIE Notary Public - State of Illinois My Commission Expires Nov 8, 2015	Notary Signature (OREY EARLIE Type or Print Name of Notary Notary Public, State of

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Loan No.: 1426383244	
Illinois Housing Development Authority -Lender	03/18/2014 -Date
By: Bryan E Zis	6
Or Coop	"KNOWLEDGMENT
State of /LL/NO/S §	0/
State of /LL/NOV3 § County of Cook §	7) _X ,
On this / St day of March MARCA LET A. VIZZINI personally appeared Bryan E Zises [name of officer or agent, title of officer or agent] of	Tig
known to me to be the person who executed the withit that he/she/they executed the same for the purpose th	in instrument on behalf of said entity, and acknowledged to me erein stated.
OFFICIAL SEAL (Seal) MARGARET A VIZZINI Notary Public - State of Illinois My Commission Expires Nov 19, 2016	Notary Signature Notary Signature Type or Print Name of Notary
	Notary Public, State of /LE/NOIS
	My Commission Expires:

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MODIFICATION BANKRUPTCY DISCLOSURE ADDENDUM

Loan No.: 1426383244

THIS MODIFICATION BANKRUPTCY DISCLOSURE ADDENDUM, effective the 1st day of January, 2014 , and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Judy Arnold Daniels

(the "Borrower"),

and Illinois Housing Development Authority

(the "Lender"),

covering the Property described in the Loan Modification Agreement located at: 15319 Chicago Road aka 15319 Chicago Road Unit #9, Dolton, Illinois 60419

(roperty 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 fo eclose 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 Adendum, and Borrower has either consulted with an attorney or has declined the opportunity to consult with an attorney.

FEbruary 10 2014 Date	Judy Arnold Daniels	(Seal) -Borrower
		Bollowe
C.		(Seal)
Date	4 _C	-Borrower
	0,	(Seal)
Date	The Contraction of the Contracti	-Borrower
	9/0.	(Seal)
Date	750	-Borrower
		(CO

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Loan No.: 1426383244 Illinois Housing Development Authority 03/18/2014 -Date -Lender Bryan E Zises FCOUNTY CICRATS OFFICE Its:

MODIFICATION BANKRUPTCY DISCLOSURE ADDENDUM-CHAPTER 7 BANKRUPTCY