

After Recording Return To:  
RUTH RUHL, P.C.  
Attn: Recording Department  
12700 Park Central Drive, Suite 850  
Dallas, Texas 75251

Prepared By:  
RUTH RUHL, P.C.  
12700 Park Central Drive, Suite 850  
Dallas, Texas 75251

Loan No.: 1424109617

### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective April 14th, 2014, between Shantwanita A Green and Timothy D Green\*, as joint tenants, whose address is 16628 Elm Street, South Holland, Illinois 60473 ("Borrower/Grantor") and Beal Bank USA

whose address is 1970 Village Center Circle, Suite 1, Las Vegas, Nevada 89134 ("Lender/Grantee"), and amends and supplements (1) the Note (the "Note") made by the Borrower, dated May 20th, 1999, in the original principal sum of U.S. \$ 49,600.00, and (2) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), recorded on June 1st, 1999, in Book/Liber N/A, Page N/A, Instrument No. 99521858, Official Records of Cook County, Illinois. 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 9826 South Merrill Avenue, Chicago, Illinois 60617

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That real property is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower  is,  is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$ 9,742.48 , have been added to the indebtedness under the terms of the Note and Security Instrument. As of March 1st, 2014 , the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 51,171.33
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 9.500 % , beginning March 1st, 2014 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 530.39 , beginning on the 1st day of April, 2014 and continuing thereafter on the same day of each succeeding month. If on June 1st, 2021 , (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments at MGC Mortgage, Inc., 1 Corporate Drive, Suite 260, Lake Zurich, Illinois 60047 or at such place as the Lender may require.

4. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and 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 the Borrower is obligated to make under the Security Instrument.

5. Nothing in this Modification 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 this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

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**6. WAIVER.**

AS A MATERIAL INDUCEMENT TO LENDER TO ENTER INTO THIS AGREEMENT, EACH BORROWER, ON BEHALF OF HIMSELF AND HERSELF AND HIS AND HER SUCCESSORS, ASSIGNS, HEIRS, LEGAL REPRESENTATIVES AND CONSTITUENTS (WHETHER OR NOT A PARTY HERETO) (BORROWER AND SUCH SUCCESSORS, ASSIGNS, HEIRS, LEGAL REPRESENTATIVES AND CONSTITUENTS BEING REFERRED TO HEREIN COLLECTIVELY AND INDIVIDUALLY, AS "OBLIGORS, ET AL."), HEREBY FULLY, FINALLY AND COMPLETELY RELEASE AND FOREVER DISCHARGE ORIGINAL LENDER, LENDER AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AFFILIATES, SUBSIDIARIES, PARENTS, OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, ATTORNEYS AND AGENTS, PAST, PRESENT AND FUTURE, AND THEIR RESPECTIVE HEIRS, PREDECESSORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY AND INDIVIDUALLY, "LENDER, ET AL.") OF AND FROM ANY AND ALL CLAIMS, CONTROVERSIES, DISPUTES, LIABILITIES, OBLIGATIONS, DEMANDS, DAMAGES, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), DEBTS, LIENS, ACTIONS AND CAUSES OF ACTION OF ANY AND EVERY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY THEREOF RELATING TO THE LOAN, AND WAIVE AND RELEASE ANY DEFENSE, RIGHT OF COUNTERCLAIM, RIGHT OF SET-OFF OR DEDUCTION TO THE PAYMENT OF THE INDEBTEDNESS EVIDENCED BY THE NOTE AND/OR THE MORTGAGE OR ANY OTHER LOAN DOCUMENT WHICH OBLIGORS, ET AL. NOW HAVE OR MAY CLAIM TO HAVE AGAINST LENDER, ET AL., OR ANY THEREOF, ARISING OUT OF, CONNECTED WITH OR RELATING TO ANY AND ALL ACTS, OMISSIONS OR EVENTS OCCURRING PRIOR TO THE EXECUTION OF THIS AGREEMENT.

**7. AFFIRMATION.**

Borrower hereby affirms, confirms, ratifies, renews and extends the debts, duties, obligations, liabilities, rights, titles, security interests, liens, powers and privileges created or arising by virtue of the Loan Documents, as each is amended hereby, until all of the indebtedness and obligations relating to the Loan have been paid and performed in full. Borrower confirms that Lender has not released, forgiven, discharged, impaired, waived or relinquished, and does not hereby release, forgive, discharge, impair, waive or relinquish any rights, titles, interests, liens, security interests, collateral, parties, remedies or any other matter with respect to the Loan, or any of the Loan Documents, but rather Lender is expressly retaining and reserving the same to their fullest extent.

[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

May 3, 2014  
Date

Shantwan A Green (Seal)  
Shantwan A Green -Borrower

May 3, 2014  
Date

Timothy D Green (Seal)  
Timothy D Green, signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

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Loan No.: 1424109617

## BORROWER ACKNOWLEDGMENT

State of Illinois §  
County of Cook §

On this 30 day of MAY, 2014, before me,  
LINDA J. CAMPBELL [name of notary], a Notary Public in and for said state,  
personally appeared Shantwanja A Green and Timothy D Green\*

[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 J. Campbell  
Notary Signature  
LINDA J. CAMPBELL  
Type or Print Name of Notary  
Notary Public, State of ILLINOIS  
My Commission Expires: 11-12-2016

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Loan No.: 1424109617

Beal Bank USA

-Lender

5.15.14

-Date

By: 

**ODISEU B. MALIK**  
Authorized Signer

Its: \_\_\_\_\_

### LENDER ACKNOWLEDGMENT

State of IL  
County of LAKE

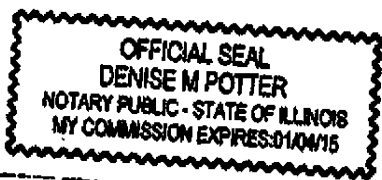
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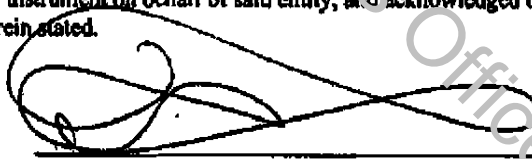
On this 15 day of MAY  
**DENISE M. POTTER**  
personally appeared **ODISEU B. MALIK**  
[name of officer or agent, title of officer or agent] of

Beal Bank USA, before me,  
[name of notary], a Notary Public in and for said state,  
**Authorized Signer**

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)



  
Notary Signature

**DENISE M. POTTER**  
Type or Print Name of Notary

Notary Public, State of IL

My Commission Expires: 11/4/15

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Loan No.: 1424109617

## **MODIFICATION BANKRUPTCY DISCLOSURE ADDENDUM**

THIS ADDENDUM is made this 14th day of April, 2014, and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date, given by the undersigned (the "Borrower") which modifies Borrower's Note and Security Instrument to Beal Bank USA (the "Lender")

and covers the Property located at:

9826 South Merrill Avenue, Chicago, Illinois 60617  
*[Property Address]*

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

**If applicable, Lender's final approval of the Loan Modification Agreement is contingent upon approval of the Loan Modification Agreement by the bankruptcy court.**

**Borrower represents that Borrower will seek a discharge in a Chapter 13 bankruptcy proceeding subsequent to the execution of the Loan Modification Agreement.**

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Loan No.: 1424109617

May 3, 2014  
Date

*Shantwanis A Green* (Seal)  
Shantwanis A Green -Borrower

May 3, 2014  
Date

*Timothy D Green* (Seal)  
Timothy D Green\*, signing solely to  
acknowledge this Agreement, but not to incur  
any personal liability for the debt

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Loan No.: 1424109617

Beal Bank USA

-Lender

5-15-14

-Date

By: \_\_\_\_\_



**ODISHO B. MANIK**

**Authorized Signer**

Its: \_\_\_\_\_

Property of Cook County Clerk's Office



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## 1-4 FAMILY RIDER (Assignment of Rents)

Loan No.: 1424109617

THIS 1-4 FAMILY RIDER, effective the 14th day of April, 2014 and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Shantwanis A Green and Timothy D Green\*, as joint tenants

(the "Borrower")

and Real Bank USA

(the "Lender")

covering the Property described in the Loan Modification Agreement located at: 9826 South Merrill Avenue, Chicago, Illinois 60617

[Property Address]

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

**1-4 FAMILY COVENANTS.** Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument as defined in the Loan Modification Agreement, the Borrower agrees as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

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Loan No.: 1424109617

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument or the Loan Modification Agreement to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notices of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument and modified by the Loan Modification Agreement; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become the indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

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Loan No.: 1424109617

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument or the Loan Modification Agreement are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

**J. TERM CONTROL PROVISION.** Except as otherwise specifically provided in this 1-4 Family Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

Date 5/3/14

Shantwanis A Green (Seal)  
Shantwanis A Green -Borrower

Date 5/3/14

Timothy D Green (Seal)  
Timothy D Green\*, signing solely to acknowledge this Agreement, but not to incur any personal liability for the debt -Borrower

Date \_\_\_\_\_

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

Date \_\_\_\_\_

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

# UNOFFICIAL COPY

Loan No.: 1424109617

Beal Bank USA

-Lender

5-30-14

-Date

By:

GORHU R. MALIK

Its:

Authorized Signer

PROPERTY OF Cook County Clerk's Office

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## EXHIBIT "A"

LOT 90 IN JEFFREY MANOR, BEING A RESUBDIVISION OF PART OF BLOCK 1, ALL OF BLOCKS 2 TO 10, INCLUSIVE, AND PART OF BLOCK 11, INCLUDING VACATED ALLEYS AND VACATED PARTS OF SOUTH CLYDE AVENUE, SOUTH PAXTON AVENUE, EAST 95TH STREET, EAST-95TH PLACE, EAST 97TH STREET, EAST 97TH PLACE, EAST 98TH STREET, EAST 98TH PLACE, ALL IN HUGH MAGINNIS 95TH STREET SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID NO: 25-42-217-093-0000

ADDRESS: 9826 S MERRILL AVE CHICAGO, IL 60617

Property of Cook County Clerk's Office