

Prepared By and after recording, Return To:
VFC Partners 10 LLC
P.O. Box 8216
Waco, TX 76714-8216
800-247-4274

Current Loan No.: 8408130000
Current Borrower Name: Edward S. and Anna S. Burger

MODIFICATION AGREEMENT

Effective Date: July 25, 2014

Note:

Date: October 26, 2004
Original Principal Amount: \$147,000.00
Makers: Edward S. Burger and Anna S. Burger
Payee: VFC Partners 10 LLC, assignee of GreenPoint Mortgage Funding, Inc.

Unpaid Principal, Interest and Fees as of Effective Date:

Principal	\$128,822.48
Interest	\$ 655.40
Fees	\$ 172.50

Total ("Balance") \$129,650.38

Escrow Balance \$ 3,871.25

Collateral Documents:

Mortgage, Security Agreement and Fixture Filing dated October 26, 2004, executed by Edward S. Burger and Anna S. Burger in favor of GreenPoint Mortgage Funding, Inc. in the amount of \$147,000.00 recorded on November 04, 2004 as Document Number 0430945003 in the Office of the County Recorder of Deeds, Cook County, State of Illinois (the "Mortgage").

Assignment of Rents and Leases, executed by Edward S. Burger and Anna S. Burger in favor of GreenPoint Mortgage Funding, Inc. recorded on November 04, 2004 as Instrument Number 0430945004 in the Office of the County Recorder, Cook County, State of Illinois.

Allonge dated June 24, 2011 executed by Greenpoint Mortgage Funding, Inc. in favor of VFC Partners 10 LLC conveying interest in Promissory Note dated October 26, 2004, in the original principal amount of \$147,000.00, executed by Edward S. Burger and Anna S. Burger payable to the order of Greenpoint Mortgage Funding, Inc.

Assignment of Mortgage, Security Agreement and Fixture Filing dated June 27, 2011 executed by Greenpoint Mortgage Funding, Inc. in favor of VFC Partners 10 LLC recorded on September 09,

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2011 as Document Number 1125239025 in the office of the County Recorder of Deeds, Cook County, State of Illinois.

Assignment of Assignment of Leases and Rents dated June 24, 2011 executed by Greenpoint Mortgage Funding, Inc. in favor of VFC Partners 10 LLC recorded on September 20, 2011 as Document Number 1126339019 in the Office of the Recorder, Cook County, State of Illinois.

Borrowers: Edward S. and Anna S. Burger

Holder of Note and Lien ("Holder"): VFC Partners 10 LLC

Modification Terms:

For the mutual benefit of the parties to the above Note and Collateral Documents, the terms of the Note and Collateral Documents are amended as stated below:

- i. Modified maturity date of Note shall be December 1, 2015 ("Modification Maturity Date").
- ii. Monthly payment amount shall equal \$2,310.99 ("Modification Payment Amount") commencing September 1, 2014.
- iii. Monthly escrow payment amount for taxes and insurance shall equal \$1,270.53 ("Escrow Payment Amount") commencing September 1, 2014.
- iv. Interest rate shall equal 7.63% per annum ("Modification Interest Rate") effective July 25, 2014.
- v. Next payment due September 1, 2014
- vi. **Modification Payment Terms:** Borrowers shall pay to Holder payments of principal and unpaid, accrued interest equal to the Modification Payment Amount and the Escrow Payment Amount which both shall be due and payable on the 1st day of each month beginning September 1, 2014 and continuing regularly and monthly until the Modification Maturity Date, at which time any principal and accrued interest remaining unpaid shall be due and payable. The Escrow Payment Amount shall be subject to the terms of Section 3.5 of the Mortgage.
- vii. **Compliance with Plan.** Borrowers shall comply with all terms, covenants and conditions set forth in that certain Chapter 13 Bankruptcy Plan (the "Plan") ordered in case No. 10-252093 filed on June 02, 2010 in the U.S. Bankruptcy Court Northern District of Illinois.

Borrowers acknowledge that Holder is the holder and owner of the Note and Collateral Documents and agrees that Borrowers, if not presently liable for the payment of the Note, do hereby expressly assume payment of the Note and all amounts payable under the terms of the Collateral Documents. The term Collateral Documents shall include all documents listed above under the heading "Collateral Documents" and any other documents securing the payment of or related to the Note.

Borrowers acknowledge that as of the Effective Date, the amount payable under the Note and secured by the Collateral Documents is the Balance. Borrowers hereby promise to pay jointly and severally to the order of Holder the Balance plus interest at the Modification Interest Rate. Borrowers further acknowledge and agree that the Balance includes interest accrued prior to the Effective Date and unpaid fees which accrued interest and fees has been capitalized into the Balance which will bear interest at the Modification Interest Rate per annum. Borrowers acknowledge that the Escrow Balance is correct as of the Effective Date.

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Payments under the Note and Collateral Documents as modified hereby shall be due in installments equal to the Modification Payment Amount under the Modification Payment Terms until the Modification Maturity Date at which time the entire amount of unpaid principal and accrued, unpaid interest will be payable in full.

All payments must be made to Holder through the Automated Clearing House system ("ACH"), or in such manner as may have been agreed to in writing between Holder and Borrowers. Contemporaneous with Borrowers' execution of this Agreement, Borrowers shall execute and deliver to Holder an authorization agreement acceptable to Holder and other required items, authorizing Holder and/or its servicer to initiate debt entries to Borrowers' bank account(s) for all payments due under the terms of the Note, the Collateral Documents and this Agreement. In the event payments cannot be made through the ACH system, Holder may direct Borrowers to make payments through an alternative method. For all other correspondence, Holder's mailing address is: P.O. Box 8216, Waco, TX 76714-8216.

In the event the Note and/or Collateral Documents provide the Borrowers the right to request or borrow additional funds, advances or borrowings, such right to borrow additional amounts and/or to request advancement of additional funds or any similar right is hereby terminated.

Holder and Borrowers acknowledge and agree that such amendment, modification or rearrangement shall in no manner affect or impair the Note or the liens and security interests securing same, the purpose of this Agreement being simply to amend or rearrange the time and the manner of payment of the Note and the indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note (including if applicable any and all vendor's liens securing the Note), which are expressly acknowledged by the Borrowers to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note. The Borrowers hereby expressly waive the benefit of any and all statutes of limitation which might otherwise inure to Borrowers' benefit, or be in any way applicable to Borrowers' obligations under the terms of any and all Collateral Documents.

No provisions of this Agreement or the Note or any instrument evidencing or securing the Note, or otherwise relating to the indebtedness evidenced by the Note, shall require the payment or permit the demand, collection, application or receipt of interest in excess of the maximum permitted by applicable state or federal law. If any excess of interest in such respect is herein or in any such other instrument provided for, or shall be adjudicated to be so provided for herein or in any such instrument, the provisions of this paragraph shall govern, and neither Borrowers nor any endorser or guarantor of the Note nor their respective heirs, personal representatives, successors or assigns shall be obligated to pay the amount of such interest to the extent it is in excess of the amount permitted by applicable law.

As amended hereby, the provisions of the Note and all documents securing the payment thereof shall continue in full force and effect, and the Borrowers acknowledge and reaffirm Borrowers' liability to Holder thereunder as amended by the Plan. In the event of any inconsistency between this Agreement and the terms of the Note and all documents securing the payment thereof, and the Plan, the Plan shall govern. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and all documents securing the payment thereof. Except as otherwise specifically provided in this Agreement, the Note and all documents securing the payment thereof will remain unchanged, and the Borrowers and Holder will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement and as modified by the Plan. Any default by Borrowers in the performance of their obligations herein contained and/or under the Plan shall constitute a default under the Note and all documents securing the payment thereof and shall allow Holder to exercise all of its remedies set forth in the Note and/or any document securing the payment thereof.

Borrowers do hereby acknowledge that as of this date, they have no defenses, counterclaims, setoffs or other defenses to enforcement of the Note and Collateral Documents and Borrowers do hereby specifically waive and relinquish any right they would have, had, have presently, or may have

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in the future to assert any defense, counterclaim setoff, or other defense for such action by Holder, or its predecessors as mortgagee under the Note, Collateral Documents, this Modification Agreement and any and all agreements and documents related thereto.

Borrowers do hereby release and hold harmless Holder, its officers, members, employees, servicers, agents and all prior owners of the Note from any claim, action, suit, demand, cost, expense or liability of any kind, whether known or unknown, relating in any way to the Note and/or Collateral Documents, including, but not limited to the making of the loan evidenced by the Note or Collateral Documents or the administration thereof or the communications and business dealings between Holder and any predecessor lender or owner of the Note under the Note and/or Collateral Documents and Borrowers from the beginning of time through the date of Borrowers' execution hereof.


Borrower initial


Borrower initial

Each Borrower represents that (a) each Borrower, if an entity, is duly organized, validly existing, and in good standing under the laws of the state of such entity's formation, (b) it has the power and authority to execute, deliver and perform this Agreement, (c) the person signing on behalf of each Borrower each has the power and authority to execute and deliver on behalf of such Borrower this Agreement, and (d) this Agreement, when delivered, will be valid, binding and enforceable obligation against each Borrower in accordance with the terms hereof.

Borrowers hereby agree to pay all costs and expenses incurred by Holder in connection with the execution and administration of this Agreement.

Holder does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto.

Borrowers agree to deliver thirty (30) days prior written notice to Holder of any change in the legal name of Borrowers, any change of the state of formation of Borrowers, any change in the state of residence of Borrowers, if individuals, of any change in the location of collateral securing payment of the Note and of any change in the ownership of any collateral securing payment of the Note or described in the Collateral Documents.

Borrowers agree to deliver to Holder at Holder's request from time to time, financial statements, in a form satisfactory to Holder, of Borrowers' financial statements concerning the operations of the property described in the Collateral Documents and financial statements prepared in accordance with generally accepted accounting principles consistently applied, in detail reasonably satisfactory to Holder and certified to be true and correct by the Borrowers or the chief financial officer of Borrowers, as applicable. Failure of Borrowers to comply with periodic requests for financial information will constitute a Default under the terms of the Note. Further Borrowers, if individuals, hereby authorize Holder to obtain and consent to the Holder's obtaining the Borrowers' consumer credit report at any time(s) until the Note is paid in full.

[End of Page - Signature Page(s) to Follow]

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[Signature Page – Modification Agreement]

EXECUTED on this the 8th day of August, 2014, to be effective as of the Effective Date.

BORROWER:

WITNESS:

Edward S. Burger
Edward S. Burger

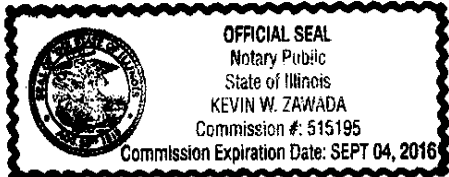
Melinda Raj
Witness

2924 BELLAH AVE RIVER GROVE, IL 60171
Address

(Individual Acknowledgment)

THE STATE OF ILLINOIS
COUNTY OF COOK

This instrument was acknowledged before me on the 8th day of August 2014 2014, by Edward S. Burger.



Kevin W. Zawada
Notary Public, State of ILLINOIS

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[Signature Page – Modification Agreement]

EXECUTED on this the 8th day of August, 2014, to be effective as of the Effective Date.

BORROWER:

WITNESS:

Anna S. Burger
Anna S. Burger

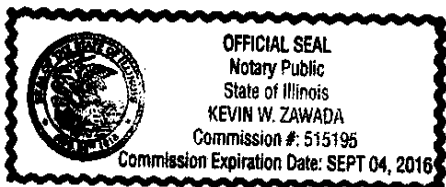
Melinda Paj
Witness

2924 DEWASH AVE. RIVER GROVE, IL 60171
Address

(Individual Acknowledgment)

THE STATE OF ILLINOIS
COUNTY OF COOK

This instrument was acknowledged before me on the 8th day of August 2014, 2014, by Anna S. Burger.



Kevin W. Zawada
Notary Public, State of ILLINOIS

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[Signature Page – Modification Agreement]

HOLDER:

VFC Partners 10 LLC

By: VFC Partners GP LLC, managing member

By: *Deborah D. Butler*

Name: DEBORAH D. BUTLER

Title: Vice President

WITNESS:

[Signature]

Witness

(Holder Acknowledgment)

THE STATE OF Texas
COUNTY OF McDermott

This instrument was acknowledged before me on the 11th day of August, 2014, by Deborah D. Butler, Vice President of VFC Partners GP LLC, the managing member of VFC Properties 25 LLC, a Delaware limited liability company, on behalf of said company.



Candy A. Perkins
Notary Public, State of Texas