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THIS DOCUMENT PREPARED BY:
AFTER RECORDING RETURN TO:



Doc#: 1425846201 Fee: \$56.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/15/2014 03:52 PM Pg: 1 of 10

Urban Partnership Bank
7936 South Cottage Grove Avenue
Chicago, Illinois 60619
Attention: Post Closing/Loan Operations

PERMANENT INDEX NUMBER:

21-30-114-029-1328

PROPERTY ADDRESS:

7337 South Shore Drive, Unit # 729
Chicago, Illinois 60649

HOME PRESERVATION PROGRAM LOAN MODIFICATION AGREEMENT (Consumer)

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THIS HOME PRESERVATION PROGRAM MODIFICATION AGREEMENT (this "Agreement") is dated August 13, 2014 and is entered into by and between Perry K. Lewis III (the "Borrower") and URBAN PARTNERSHIP BANK (as successor in interest to the Federal Deposit Insurance Corporation, as receiver of ShoreBank) (the "Lender")

A. The Lender made a loan to the Borrower in the original face amount of \$71,250.00 (the "Loan") secured by property located at 7337 South Shore Drive, Unit # 729, Chicago, Illinois 60649 and as part of the Loan transaction, the Borrower signed certain documents, including the following:

(i) A Promissory Note dated December 22, 2005 in the original principal amount of \$71,250.00 signed by the Borrower payable to the order of the Lender, as modified by a Change in Terms Agreement dated April 28, 2010 splitting the original promissory note into an A/B note. The A note's principal amount was \$51,300.00 and the B note's principal amount was \$16,866.18 for a combined total amount of \$68,166.18 and later modified by a Second Change in Terms Agreement dated April 7, 2014 combining the A note and the B note with a modified principal amount of \$74,656.68 (collectively, the "Prior Notes"); and

(ii) A Mortgage dated the same date as the Note which acts as security for the Loan encumbering the property located at 7337 South Shore Drive, Unit # 729, Chicago, Illinois 60649, more particularly described on Exhibit A attached hereto and recorded with the Recorder of Deeds, Cook County, Illinois as Document No. 0601142072 (the "Mortgage").

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B. As of July 25, 2014, the current balance of the Loan is \$72,536.01.

C. The Borrower has received a forgivable loan for reinstatement assistance, refinancing, recasting and/or permanent modification under the Illinois Housing Development Authority's Illinois' Hardest Hit Home Preservation Program in the amount not to exceed \$50,000.00 (the "**HPP Funds**").

D. The Lender has agreed to apply the HPP Funds to reduce the amount of the Loan as follows: (1) \$49,110.92 to reduce the outstanding principal of the Loan to \$23,425.09; (2) \$229.15 applied to unpaid late fee's on the Loan; (3) \$454.61 applied to cover the costs and expenses of the Lender; and (5) \$205.32 applied to one (1) month of principal, interest, taxes and insurance to cover the August 1, 2014 payment.

E. The Lender and the Borrower have also agreed to amend the Note and the Mortgage (the "**Loan Documents**") to reflect the new monthly payment amount created after the application of the HPP Funds.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals; Definitions. The foregoing Recitals are hereby made a part of this Agreement. Capitalized words and phrases used herein without definition shall have the respective meanings given to such words and phrases in the Loan Documents, except as amended by this Agreement.

2. Loan Payments. The Note is hereby modified as follows: (a) The Lender agrees that the Borrower shall make the payments under the Note as follows: (i) Beginning September 1, 2014, the Borrower shall make a monthly payment of \$205.32, this same amount shall be due for each successive month thereafter until January 1, 2036; and (ii) The Borrower acknowledges that the foregoing payments represents \$175.86 of monthly principal and interest payments and \$29.46 which is one-twelfth (1/12th) of the annual real estate taxes and annual **insurance** premium on the Property.

(b) The Borrower shall deposit with the Lender, on a monthly basis until the Indebtedness (as defined in the Mortgage) is fully paid, a sum equal to one-twelfth (1/12th) of the annual real estate taxes **and insurance premiums**, as estimated by Lender from time to time and including a two (2) month reserve for the taxes and insurance premiums at all times (the "**Escrow**"). The Escrow is to be held without any allowance of interest and is to be used for the payment of taxes and insurance when they become due. So long as no Default (as defined in the Note) shall exist, the Lender shall, at its option, either pay the real estate taxes and insurance premiums when due and payable upon receipt of appropriate bills from the Borrower or release sufficient funds to the Borrower for the payment thereof. Borrower hereby authorizes the Lender to automatically deduct from the Borrower's checking account at the Lender's office the amount of the tax and/or insurance escrow payments due hereunder.

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If the Escrow is insufficient to cover any payment, the Lender shall not be obligated to advance funds to cover the payments. If the Escrow is insufficient to pay any real estate taxes and/or the insurance premiums for any year (or installments thereof, as applicable) when due and payable, the Borrower shall, within thirty (30) days after receipt of written demand therefor, deposit additional funds as may be necessary to pay the real estate taxes and /or insurance premiums in full. If the Escrow exceeds the amount required to pay the real estate taxes and/or insurance premiums for any year, the excess shall be applied toward subsequent deposits. The Lender is authorized to pay any bill, statement or estimate of real estate axes procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof. Upon a Default, the Lender may, at its option, apply any monies at the time in the Escrow to cure a Default or to pay any of the Indebtedness in such order and manner as the Lender may elect. If the Escrow is used to cure a Default or pay any Indebtedness, the Borrower shall immediately, upon demand by the Lender, deposit with the Lender an amount equal to the amount expended from the Escrow. When the Indebtedness has been fully paid, any remaining deposits shall be returned to the Borrower. The Escrow is hereby pledged as additional security for the Indebtedness and shall not be subject to the direction or control of the Borrower. The Lender shall not be liable for any failure to apply to the payment of the real estate taxes and/or insurance premiums any amount so deposited unless the Borrower, prior to a Default, shall have requested the Lender in writing to make application of the funds to the payment of such amounts, accompanied by the bills for real estate taxes and/or insurance premiums. The Lender shall not be liable for any act or omission taken in good faith or pursuant to the instruction of any party(b) The Borrower shall deposit with the Lender, on a monthly basis until the Indebtedness (as defined in the Mortgage) is fully paid, a sum equal to one-twelfth (1/12th) of the annual real estate taxes **and insurance premiums**, as estimated by Lender from time to time and including a two (2) month reserve for the taxes and insurance premiums at all times (the "Escrow"). The Escrow is to be held without any allowance of interest and is to be used for the payment of taxes and insurance when they become due. So long as no Default (as defined in the Note) shall exist, the Lender shall, at its option, either pay the real estate taxes and insurance premiums when due and payable upon receipt of appropriate bills from the Borrower or release sufficient funds to the Borrower for the payment thereof. Borrower hereby authorizes the Lender to automatically deduct from the Borrower's checking account at the Lender's office the amount of the tax and/or insurance escrow payments due hereunder. If the Escrow is insufficient to cover any payment, the Lender shall not be obligated to advance funds to cover the payments. If the Escrow is insufficient to pay any real estate taxes and/or the insurance premiums for any year (or installments thereof, as applicable) when due and payable, the Borrower shall, within thirty (30) days after receipt of written demand therefor, deposit additional funds as may be necessary to pay the real estate taxes and /or insurance premiums in full. If the Escrow exceeds the amount required to pay the real estate taxes and/or insurance premiums for any year, the excess shall be applied toward subsequent deposits. The Lender is authorized to pay any bill, statement or estimate of real estate axes procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof. Upon a Default, the Lender may, at its option, apply any monies at the time in the Escrow to cure a Default or to pay any of the Indebtedness in such order and manner as the Lender may

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elect. If the Escrow is used to cure a Default or pay any Indebtedness, the Borrower shall immediately, upon demand by the Lender, deposit with the Lender an amount equal to the amount expended from the Escrow. When the Indebtedness has been fully paid, any remaining deposits shall be returned to the Borrower. The Escrow is hereby pledged as additional security for the Indebtedness and shall not be subject to the direction or control of the Borrower. The Lender shall not be liable for any failure to apply to the payment of the real estate taxes and/or insurance premiums any amount so deposited unless the Borrower, prior to a Default, shall have requested the Lender in writing to make application of the funds to the payment of such amounts, accompanied by the bills for real estate taxes and/or insurance premiums. The Lender shall not be liable for any act or omission taken in good faith or pursuant to the instruction of any party.

3. Interest Rate. The interest rate on the Note was and shall continue to be 7.00%.
4. Maturity. The maturity of the Note was and shall continue to be January 1, 2036.
5. Loan Document Amendments. (a) The definition of the Note set forth in the Mortgage is deleted in its entirety and the following definition is substituted therefor:

Note. The "Prior Notes" means the promissory note date December 22, 2005, in the original face amount of \$71,250.00, as modified by a change in terms agreement dated April 28, 2010 splitting the original promissory note into an A/B note. The A note's principal amount was \$51,300.00 and the B note's principal amount was \$16,866.18 for a combined total amount of \$68,166.18 and later modified by a second change in terms agreement dated April 7, 2014 combining the A note and the B note with a modified principal amount of \$74,656.68 from Grantor to Lender, as modified by the Home Preservation Program Loan Modification dated August 13, 2014 creating a modified principal amount of \$23,425.09 together with all renewals of, modifications of, re-financings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is January 1, 2036.

(b) The monthly amount in the **PAYMENT** paragraph is hereby deleted and \$175.86 is substituted therefore.

6. Note and Mortgage. Except as otherwise set forth herein, the terms and conditions currently contained in the Loan Documents are not altered, changed or waived and are reaffirmed by the execution of this Agreement.

7. Waiver and Release. The Borrower does hereby certify, represent and warrant to the Lender that the Borrower has no defenses, setoffs, claims or counterclaims of any kind or nature whatsoever against the Lender in connection with the Loan Documents or any extensions, amendments or modifications thereof or any action taken or not taken by the Lender with respect thereto. Without limiting the generality of the foregoing, and in consideration of the Lender's agreements hereunder, the Borrower hereby releases and forever discharges the Lender, its affiliates and each of their officers, agents, employees, attorneys, insurers, successors and assigns

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(collectively, the “**Released Parties**”), from and against any and all liabilities, rights, potential claims, losses, expenses or causes of action, known or unknown, arising out of any action or inaction by any of the Released Parties to the date hereof with respect to this Agreement or the other Loan Documents, or any matter in any way related thereto or arising in conjunction therewith. The Borrower also waives, releases and forever discharges the Released Parties and each of them from and against any and all known or unknown rights to setoff, defenses, potential claims, counterclaims, causes of action and any other bar to enforcement of this Agreement or the other Loan Documents.

8. Indemnification. The Borrower agrees to defend (with counsel satisfactory to the Lender), indemnify and hold harmless the Lender, any parent corporation, affiliated corporation or subsidiary of the Lender, and each of their respective officers, directors, employees, attorneys and agents (each, an “**Indemnified Party**”) from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and distributions of any kind or nature (including, without limitation, the disbursements and the reasonable fees of counsel for each Indemnified Party thereon, which shall also include, without limitation, reasonable attorneys’ fees and time charges of attorneys who may be employees of the Lender or any parent or affiliated corporation of the Lender), which may be imposed on, incurred by, or asserted against, any Indemnified Party (whether direct, indirect or consequential and whether based on any federal, state or local laws or regulations, including, without limitation, securities, environmental laws and commercial laws and regulations, under common law or in equity, or based on contract or otherwise) in any manner relating to or arising out of Loan or any of the Loan Documents, or any act, event or transaction related or attendant thereto, the preparation, execution and delivery of this Agreement, the Note and other Loan Documents, the making or issuance and management of the Loan, the use or intended use of the proceeds of the Loan and the enforcement of the Lender’s rights and remedies under the Note, the Loan Documents, any other instruments and documents delivered hereunder or thereunder, or under any other agreement between the Borrower and the Lender; provided, however, that the Borrower shall not have any obligation hereunder to any Indemnified Party with respect to matters caused by or resulting from the willful misconduct or gross negligence of such Indemnified Party. To the extent that the undertaking to indemnify set forth in the preceding sentence may be unenforceable because it violates any law or public policy, the Borrower shall satisfy such undertaking to the maximum extent permitted by applicable law. Any liability, obligation, loss, damage, penalty, cost or expense covered by this indemnity shall be paid to such Indemnified Party on demand, and failing prompt payment, together with interest thereon at rate of five (5.0%) percent per annum from the date incurred by such Indemnified Party until paid by the Borrower, shall be added to the obligations of the Borrower evidenced by the Note and secured by the collateral securing the Note. The provisions of this section shall survive the closing of the Loan, the satisfaction and payment of the Note and any cancellation of the Loan Documents.

9. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same agreement.

10. Recapture Agreement. The Lender hereby acknowledges and consents to the junior lien created by that certain Recapture Agreement dated as of **even date herewith** between the Borrower and the Illinois Housing Development Authority.

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11. The Borrower acknowledges and agrees that he/she has been provided enough time to review this Agreement and that the Borrower is comfortable with all of the terms and conditions.

12. The Borrower acknowledges and agrees that prior to signing this Agreement he/she has been advised that he/she is free to show this Agreement to anyone including any lawyer, or financial consultant of his/her choice.

(Signature Page to Follow)

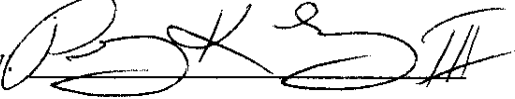
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BORROWER:

By: 

Printed Name: Perry K. Lewis III

LENDER:

URBAN PARTNERSHIP BANK

By: 

Printed Name: Robert J. Dennis

Its: Chief Credit Officer



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STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Perry K. Lewis, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of August, 2014

Jill Mariah Gray

 Notary Public



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Robert J. Dennis, the Chief Credit Officer of URBAN PARTNERSHIP BANK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of August, 2011.



Pamela A. Murphy
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

UNIT NUMBER 729 IN LAKE TERRACE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE; LOTS 139, 140, 141, 144 AND 145 IN DIVISION 3 OF THE SOTUH SHORE SUBDIVISION OF THE NORTH FRACTIONAL ½ OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE RESUBDIVISION OF LOTS 1, 2, 4, 64, 66, 126, 127 AND 128 IN DIVISION 1 OF WESTFALL'S SUBDIVISION OF 208 ACRES, BEING THE EAST ½ OF THE SOUTHWEST ¼ AND THE SOUTHEAST FRACTIONAL ¼ OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER:

21-30-114-029-1328

PROPERTY ADDRESS:

7337 SOUTH SHORE DRIVE, UNIT # 729
CHICAGO, ILLINOIS 60649