RE: GREEN - MOD REC SVC

If Applicable: MERS MIN: 100053030010715069

679-6377

Prepared by: DENISE GOLDEN Office: CitiMortgage, Inc. 1000 Technology Drive O'Fallon,

MERS Phone: 1-888-

MO 63368 Loan # 2004074609

LOAN MODIFICATION AGREEMENT

49245811 (PROVIDING FOR FIXED INTEREST RATE/CAPITALIZATION)

This Loan Modification Agreement ("Agreement"), made September 17, 2012, between ANTHONY A GREEN, JUDY A GREEN ("Borrower") residing at 3533 W VAN BUREN ST, CHICAGO, IL 60624-3363, and CitiMorigage, Inc. ("Lender") If Applicable: follow with successor by reason of merger with N/A and amends and supply the nts (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") dated 12/2/20 and recorded on 01/23/07, Document number 702354046, Book number na, Page na in the Official Records of COOK County, Illinois 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 3533 W VAN BUREN ST, CHICAGO IL, 60624 the real property described as being set forth as follows:

(SEF ATTACHED LEGAL DESCRIPTION)

If not recording remove reference to described as I eing set forth as follows, see attached legal description. Specialist should enter language: as per your original oan documents.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

Proces 10# 16.14-224:016

- 1. As of 09/17/12, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 198,063.82. 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 othe, 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 \$ 1,528.60, have been added to the indebtedness under the terms of the Note and Security Instrument and the loan re-amortized over 360 months. When payments resume on 11/01/12, the New Unpaid Principal Balance will be \$ 197,291.23.
- 2. The Borrower promises to pay the New Unpaid Principal Balance, plus Interest, to the o.der of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.500 % effective 10/01/12 (the "Interest Change Date"). The Borrower promises to make monthly payments of principal and interest of U.S. \$ 999.65 (which does not include and amounts required for Insurance and/or Taxes) beginning on 11/01/12 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full.

If on 10/01/42 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay those amounts in full on the Maturity Date. All other terms stated in the Note remain the same.

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 Borrower 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 the Security Instrument.

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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 sums secured by the Security Instrument. If the Borrower fails to pay these sums prior to the expiration period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

- A. That, as of the Modification Effective date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- 4. The Borrower also will comply with all the other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all the payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make the under 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 a questment in the rate of 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, or part of, the Note and Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
- 5. Nothing in this Agreement shall be understeed 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 Agreement, the Note and Security Instrument will remain unchanged, and the Borro ver and Lender will be bound by and comply with, all of the terms and provisions thereof, as amended by this Agreement.
- 6. It is mutually agreed that the Security Instrument shall constitute a first lien upon the premise and that neither the obligation evidencing the aforesaid indebtedness nor the Security Instrument shall in any way be prejudiced by this Agreement, but said obligation and Security Instrument and vi the covenants and agreements thereof and the rights of the parties there under shall remain in full force and effect except as herein expressly modified.
 - A. Notwithstanding the foregoing, to the extent personal liability has been discharged in bankruptcy with respect to any amount payable under the Note, as modified herein dothing contained herein shall be construed to impose personal liability to repay any such obligation where any obligations have been so discharged. If any bankruptcy proceeding is pending or completed during a time period related to entering this Agreement. I understand that I enter this Agreement voluntarily and that this Agreement, or actions taken by the Lender in relation to this Agreement, does not constitute a demand for payment or any attempt to collect any such obligation.

В.

[X] MERS LOAN. If this box is checked, the loan evidenced by the Note and secured by the Security Instrument was assigned to or the Security Instrument was prepared in the name of Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address of 1901 E Voorhees Street Suite C, Danville, IL 61834 or P.O. Box 2026, Flint, MI 48501-2026, and telephone number of (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage loan.

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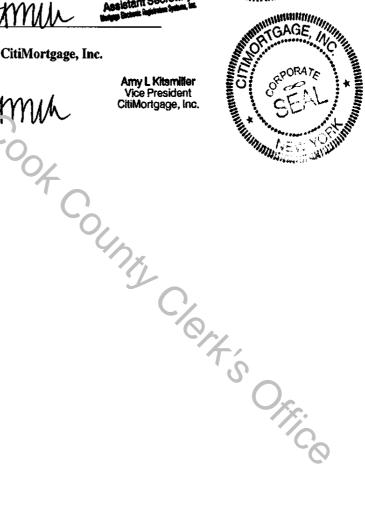
IN WITNESS WHEREOF, the parties have signed, sealed and delivered this agreement on the date above written.

Mortgage Electronic Registration Systems, Inc.

CitiMortgage, Inc.

Amy L Kitsmiller Vice President CitiMortgage, Inc.

SE 198 ORF AW



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[Space Belo	ow This Line for Ackno	owledgments]	
State of ILLINOIS)	
County of COOK)SS)	,	
On this day of A GREEN, to me known or proved to acknowledge i the HE/SHE/THEY e		ed in and who executed the	
IN TEST (MONY WHERE and State aforesaid, the day and year	EOF, I have hereunto set a first above written.	my hand and affixed my of	ficial seal in the County
Notary Public andra	anter	. ماعلقت	
My Commission Expires: Dehobe	er 30, 2014		SANDRA CANTU OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires October 20, 2014
	TC		
* * * * * * * * * * * * * * * * * * * *	*******	*********	******
State of ILLINOIS)) SS	C	
County of COOK	j	17	
On thisday of GREENto me known or proved to be acknowledged that <u>HE/SHE/THEY</u> ex	the person(s) described in	n and who executed the for	nally appeared JUDY A egoing nestrument, and eed.
IN TESTIMONY WHERE and State aforesaid, the day and year f	OF, I have hereunto set r first above written.	my hand and affixed my of	ficial seal in the County
Notary Public Andrew My Commission Expires Octob	antu ur 20,20	<u> </u>	
Page 4		SANDRA OFFICIA Notary Public. My Commiss October	State of Illinois sion Expires

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State of Missouri)
County of St Charles)
On
Notary Public LESLIE E. DOERR Notary Public, Notary Seal State of Missouri Jasper County Commission # 11276637 My Commission Expires December 07, 2015

State of Missouri)
State of Missouri) County of St Charles)
On, before me appeared Amy L. Kitsmiller to me
personally known, being duly sworn or affirmed did say that she is a Assistant Secretary Of Mortgage Electronic Registration Systems, Inc. and that said instrument, was signed on behalf of said corporation, by authority of its Board of Directors, Amy L. Kitsmill a acknowledged said instrument to be the free act and deed of said corporation, and that such individual made such
appearance before the undersigned in the City of O'Fallon, State of Missouri.
Notary Public Hollie Engles

LESLIE E. DOERR

Notary Public, Notary Seal
State of Missouri
Jasper County
Commission # 11276637
My Commission Expires December 07, 2015

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Law Title Insurance Agency Inc.-Oakbrook 800 Enterprise Drive, Suite 205, Oakbrook, IL 60523 Title Department Phone: 630-717-1383, Title Department Fax: 630-717-7538 Authorized Agent For: Law Title Insurance Company, Inc.

SCHEDULE C - PROPERTY DESCRIPTION

Commitment Number: OAK-106206H

The land referred to in this Commitment is described as follows:

LOT 24 IN A.S. BRADLEY'S SUBDIVISION OF LOT 15 IN BRADLEY AND HONORE'S SUBDIVISION OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL VERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATION ONLY: 16-14-224-016

3533 WEST VAN BUREN STREET. CHICAGO IL 60624

PLEASE NOTE: THE PROPERTY ADDRESS AND ZIP CODE ARE PROVIDED FOR CONVENIENCE ONLY AND ARE NOT INSURED.

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Certificate of Preparation

Prepared by: LEE KEE ROBINSON SR. CitiMortgage, Inc. 1000 Technology Drive (M.S. 321) O'Fallon, MO 63368-2240 1-866-272-4749

Acct # 2004074609

This is to certify that this INSTRUMENT was prepared by CITIMORTGAGE Inc., one of the parties name in the instrument.

LEE KEE ROBINSON SR.

Preparer Signatures
LEE KEE ROBINSON SR.

FIRST AMERICAN ELS MODIFICATION AGREEMENT

WHEN RECORDED, RETURN TO: FIRST AMERICAN TITLE INSURANCE CO. 1100 SUPERIOR AVENUE, SUITE 200 CLEVELAND, OHIO 44114 NATIONAL RECORDING