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This document was prepared by:
Liberty Bank for Savings
7111 West Foster Avenue
Chicago, IL 60656-1988
V. Barbias



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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/26/2014 10:49 AM Pg: 1 of 3

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Loan Number: 1028400621

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Modification"), is effective December 10, 2014 between BERNARDO C LIVAS and LOURDES C LIVAS, husband and wife ("Borrower") and LIBERTY BANK FOR SAVINGS (the "Lender"), and amends and supplements: the Note made by the Borrower, dated February 22, 2008, in the original principal sum of U. S. \$541,850.00; and, the Mortgage recorded February 26, 2008 as Document No. 0805745008 in Cook County, State of Illinois (collectively, the "Loan" and sometimes referred to herein as the "Mortgage"). The Mortgage, which was entered into as security for the payment of the Note, encumbers the real and personal property described in the Mortgage (and defined in the Mortgage as the "Property"), which is described as follows:

Lot 6 in Fair Grounds Park Plaza, being a subdivision of part of the East 1/4 of Section 14, Township 42 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded March 23, 1959 as document 17487030 and certificate of correction recorded November 3, 1960 as Document Number 18007949, in Cook County, Illinois.

Permanent Index No. 02-14-400-053-0000
Property Address: 421 N Hicks Road, Palatine, IL 60067

Conditions of Modification

The Borrower has requested that the Lender modify the terms of the Loan. The Lender has agreed to do so pursuant to the terms and conditions stated in the Modification. The Borrower and Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Mortgage. In consideration of the agreements made in the Modification, and

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other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Loan in the following respects:

1. The interest rate will be modified from 6.375% to 5.375%.
2. The principal and interest payment will be modified from \$3,380.44 to \$2,753.89 commencing with the December 1, 2014 payment due date.
3. The maturity date will be modified from March 1, 2018 to November 1, 2019.

CROSS DEFAULT AND CROSS COLLATERIZATION

The occurrence or existence of any default under the Mortgage or with respect to any one of the additional mortgage loans evidenced by a Note and Mortgage, made by and between Lender and Borrower and described below, shall be deemed to be and constitute a default under and with respect to each and every other loan; and all property and assets mortgaged or pledged to secure any one of the loans shall be deemed to secure, and stand as collateral for each and every loan. Any one of the following properties will be released to allow the sale of that property or refinance of that property with another lender provided the current balance of that property is paid in full.

Note and Mortgage dated February 11, 2008, with the Mortgage recorded in Cook County, Illinois on March 14, 2008, as Document No. 0807449058, on the following described property:

Lot 4 in block 11 in William M. Anderson and Company's Poultry Estates Unit Number 6, being a Subdivision in Section 17 and 18, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

PIN #: 02-18-403-003-0000; 180 Wood St., Inverness, Illinois 60010

WHEREAS, the parties desire to restate the modified terms of said loan so that there be no misunderstanding:

THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, Borrowers and Lender agree as follows:

That as of the date of the Modification, the unpaid principal balance of indebtedness is **\$491,792.18**, all of which borrower promises to pay with interest at **5.375%** per annum until paid in full and that the same shall be payable in monthly installments of **\$2,753.89** beginning with the **December 1, 2014** payment due date, to be applied as provided in the Note and Mortgage identified above, plus a sum estimated to be sufficient to discharge tax and insurance obligations (which estimated sum may be adjusted as necessary). Such monthly installments shall continue until the entire indebtedness evidenced by the Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on **November 1, 2019**.

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Except to the extent that they are modified by this Modification, the Borrowers will comply with all of the covenants, agreements, and requirements of the Note and the Mortgage, including without limitation, the covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrowers are obligated to make under the Mortgage.

Nothing in this Modification shall be understood to be a satisfaction or release in whole or in part of the Note and Mortgage. Except as otherwise specifically provided in this Modification, the Note and Mortgage will remain unchanged and in full effect, and the Borrowers and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

LENDER

LIBERTY BANK FOR SAVINGS

BY: *Valentina Barbias*
Valentina Barbias, Vice President

BORROWERS: *Bernardo C. Livas*
BERNARDO C LIVAS

Lourdes C. Livas
LOURDES C LIVAS

STATE OF ILLINOIS
COUNTY OF COOK

This instrument was acknowledged before me this 15TH day of DECEMBER, 2014, 2014 by Bernardo C. Livas and Lourdes C. Livas.

Ali
Notary Public



Mail recorded document to:
Liberty Bank for Savings
7111 W Foster Avenue,
Chicago, IL 60656-1988