



Retu RECORD & RETURN TO 30657
CT LIEN SOLUTIONS
P.O. BOX 29071
Glendale, CA 91209-9071
48865225-IL31-Cook County

Doc#: 1521115018 Fee: \$42.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 07/30/2015 09:00 AM Pg: 1 of 3

Prepared By: Wintrust Mortgage
9700 W Higgins Rd, Ste. 725
Rosemont, Il 60018
Jo-Onyx Henry

[Space Above This Line For Recording Data]

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 6th day of May, 2014, between Bernard J. Considine and Jennifer Karaboyas Considine, Husband and Wife ("Grantor") and Northbrook Bank & Trust Company ("Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 28th, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois as follows:

Mortgage, Adjustable Rate Rider and 1-4 Family Rider dated August 28th, 2007 and recorded September 13th, 2007 as document number 0725634100, respectively, with Cook County Recorder of Deeds, and pursuant to the following: Northbrook Bank & Trust Company ("Lender"), successor pursuant to a Purchase and Assumption Agreement by and between FDIC, as the receiver of the Assets and Liabilities of Lincoln Park Savings Bank pursuant to 12 U.S.C. 1821(d)(2)(A), as Seller and Lender as Buyer, dated April 23rd, 2010.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

LOT 11 IN BLOCK 1 IN T.J. GRADY'S 2ND GREEN BRIAR ADDITION TO NORTH EDGEWATER IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL IDENTIFICATION NUMBER: 13-01-217-029-0000
THE SUBJECT PROPERTY: 6124 N. Washtenaw, Chicago, IL 60659

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

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):

1. As of April 1st, 2015, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$613,894.36 consisting of the unpaid amount(s) loaned to Grantor by Lender plus any interest and other amounts capitalized.
2. Grantor promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.00% fixed rate, from April 1st, 2015 through April 1st, 2018. Grantor promises to make monthly payments of principal and interest of U.S. \$3,295.52

S
P
S
M
S
E
IN

UNOFFICIAL COPY

beginning on the 1st day of May, 2015, and continuing thereafter on the same day of each succeeding month. On April 1st, 2018 (the "Maturity Date"), Grantor owes amounts under the Note and the Security Instrument, as amended by this Agreement, Grantor will pay these amounts in full on the Maturity Date.

3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Grantor is not a natural person and a beneficial interest in Grantor is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Grantor 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 Grantor must pay all sums secured by the Security Instrument. If Grantor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Grantor.

4. Grantor also with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Grantor's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Grantor is obligated to make under the 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 adjustment 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, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Grantor understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Grantor's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Grantor and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Grantor agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Grantor.
- (f) Grantor authorizes Lender, and Lender's successors and assigns, to share Grantor information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including


UNOFFICIAL COPY

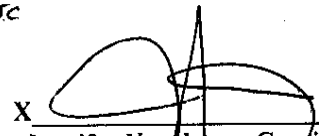
information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Grantor in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Grantor's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Grantor's loan or any other mortgage loan secured by the Property on which Grantor is obligated, or to any companies that perform support services to them in connection with Grantor's loan.

Grantor consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Grantor's loan including the trial period plan to modify Grantor's loan, at any telephone number, including mobile telephone number, or email address Grantor has provided to Lender or Third Parties.

By checking this box, Grantor also consents to being contacted by text messaging .

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED ~~OCTOBER 31st, 2014~~ June 8, 2015

X 
Bernard J. Considine

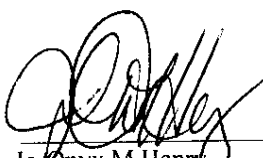
X 
Jennifer Karaboyas-Considine

State of Illinois, County of: Cook
I, Daniel J. Carini a Notary Public in and for said County and State do hereby certify that
Bernard J. Considine and Jennifer Karaboyas-Considine,

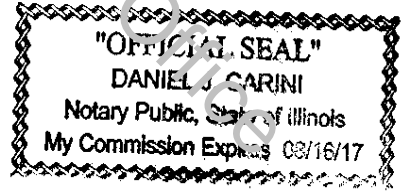
Personally know to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said Instrument as his/her/their free and voluntary act, for uses and purpose set forth.

Given under my hand and official seal, this 8 day of June, 2015.

My Commission Expires: _____
Notary Public 


Jo Onyx M Henry

6/10/15
Date of Lender's Signature



[Space Below This Line For Acknowledgments]