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Doc#: 1714616423 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/26/2017 01:33 PM Pg: 1 of 6

PREPARED BY AND RETURN TO:
ASTORIA BANK
211 STATION ROAD, 6th FLOOR
MINEOLA, NY 11501
ATTN: POST CLOSING

P.I.N. 17-06-321-029-1006

(Space Above this Line for Recording Data)

1703319

Loan# 770206938

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made as of the 1st day of May, 2017 between JOHN D BURKE ("Borrower") whose address is 3423 S ZUNIS PLACE, TULSA, OK 74105 and ASTORIA BANK ("Lender"), whose address is 211 STATION ROAD, 6th FLOOR, MINEOLA, NY 11501 amends and supplements (1) the Mortgage or Deed of Trust (the "Security Instrument") as more fully described in the attached Schedule of Mortgages, and (2) the Note secured by the Security Instrument which covers the real and personal property described in the Security Instrument and defined herein as the "Property", located at:

853 N ASHLAND AVENUE UNIT 3N, CHICAGO, IL 60672

(Property Address)

the real property described being set forth more fully in the legal description attached hereto

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 May 01, 2017 the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 151,745.19 consisting of the unpaid amount(s) loaned to the Borrower by the Lender.

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Documents and Matters of Record

A Mortgage from John D Burke, unmarried man (borrower) dated June 11, 2004 and filed on November 8, 2004 in (instrument) 043131.181 of the official property records of Cook County, Illinois in the amount of \$192,400.00 and in favor of Astoria Federal Mortgage Corp. (lender).

Which Mortgage is being assigned to Astoria Bank by assignment to be recorded simultaneously herewith

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Legal Description: Situated in the City of Chicago, County of Cook, State of Illinois.

Building 855 Unit 3N, in 853-55 North Ashland Condominiums, as delineated on a plat of survey of the following described tract of land: Lot 20 (except the North one foot thereof) and Lot 21, (except the East 25 feet of said lots), in Hageman and Scheeneman's Subdivision of the North 2 acres of Block 29 in Canal Trustee's Subdivision in the West half of Section 5, Township 39 North, Range 14 East of the Third Principal Meridian, (except that part of Lots 20 and 21 lying West of a line 50 feet East of and parallel with the West line of Section 5, taken by the City of Chicago by Condemnation Proceeding for the widening of North Ashland Avenue), which plat of survey is attached as Exhibit "B" to the Declaration of Condominium Ownership recorded July 30, 2003, as Document No. 0321131197, as amended from time to time, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

Also known as 855 North Ashland Avenue, Unit 3N, Chicago, IL 60622

Parcel ID# 17-05-321-029-1006

PROPERTY OF Cook County Clerk's Office

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2. Borrower 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 4.250%, from May 01, 2017 until principal and interest and all other sums due to Lender are paid in full. Borrower promises to make monthly payments of principal and interest of U.S. \$1,141.55, beginning on June 01, 2017, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on May 01, 2032, Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. No future rate or payment adjustments as set forth in the Adjustable Rate Note and Adjustable Rate Rider shall take place.
3. The Borrower will make such payments at 1 Corporate Drive, Suite 360, Lake Zurich, IL 60047 or at such other place as the Lender may require.
4. 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 this Security Instrument.

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

Any default under any of the terms of this Loan Modification Agreement shall be considered a default under the terms of the Note and Security Instrument and shall entitle Lender to any of the remedies thereunder, including the option to accelerate the principal balance due and increase the interest rate in event of default, if any.

5. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds and all other payments that the Borrower is obligated to make under the Security Instrument.
6. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement. The Borrower does hereby affirm and ratify the extent and validity of the Note, Security Instrument and other Loan Documents which shall remain in full force and effect as of the date hereof except as modified hereby. Borrower does hereby represent, warrant and confirm that there are no defenses, setoffs, rights, claims or causes of action of any nature whatsoever which Borrower has or may assert against Lender with respect to the Note, Security Instrument or other Loan Documents or the indebtedness secured thereby.

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John D. Burke (Borrower)
JOHN D BURKE

_____ (Borrower)

_____ (Borrower)

_____ (Borrower)

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INDIVIDUAL

STATE OF: Oklahoma

COUNTY OF: Tulsa

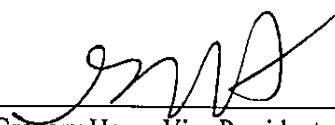
On this 9th day of MARCH, 2017 before me, the undersigned, personally appeared JOHN D BURKE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s), whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity and that by their signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

RICHARD REEH
Notary Public, State of Oklahoma
Commission # 16009647
My Commission Expires October 10, 2020

Richard Reeh (Notary)

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3/21/2017
Date



Gregory Hong, Vice President
ASTORIA BANK (Lender)

Property of Cook County Clerk's Office

(Corporate Seal)

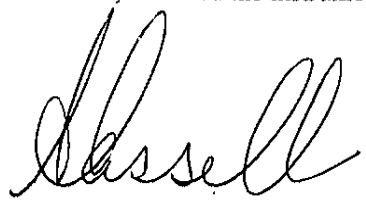
[Space Below This Line For Acknowledgements]

CORPORATE

STATE OF NEW YORK)
:ss.:
COUNTY OF NASSAU)

On this 21 day of March, 2017, before me, the undersigned, personally appeared GREGORY HONG, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Loan Origination Organization: ASTORIA BANK
NMLS ID 411768
Loan Originator: NAZMOON KARIM
NMLS ID 214948



JASMINE VASSELL
NOTARY PUBLIC-STATE OF NEW YORK
NO 01VA6179700 FLMDPIL4
QUALIFIED IN QUEENS COUNTY
MY COMMISSION EXPIRES 02-01-2020