



0427522179

Record and Return to:
Safeguard Properties, Inc.
Eric S. Solowitch, Title Director
650 Safeguard Plaza
Brooklyn Heights, Ohio 44131

Doc#: 0427522179
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 10/01/2004 10:57 AM Pg: 1 of 5



This instrument was drafted by:
Litton Loan Servicing LP
c/o Safeguard Properties, Inc., Agent,
Eric S. Solowitch, Title Director
650 Safeguard Plaza
Brooklyn Heights, Ohio 44131

(Space Above Line For Recording)

Litton Loan No. 3472813
Investor Loan No:
Original Loan Amount: \$71,250.00

LOAN MODIFICATION OF MORTGAGE AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 22nd day of July, 2004, between, Wilmon Hamer, Jr., Single, ("Borrower") and JP Morgan Chase Bank, as Trustee under the Pooling and Servicing Agreement, dated as of June 1, 2002, among Credit Based Asset Servicing & Securitization, LLC Salomon Brothers Mortgage Securities VII, Inc., Litton Loan Servicing LP and JP Morgan Chase Bank, Salomon Mortgage Loan Trust, C-BASS Mortgage Loan Asset-Backed Certificates, Series 2002-CB3, without recourse, ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt ("the Security Instrument") dated, June 23, 1999 and recorded as Document Number 99752360 of the Official Records of Cook County, Illinois, (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

**10450 SOUTH CALHOUN
CHICAGO, ILLINOIS 60617**

(Property Address)

The real property described being set forth as follows:

See Legal Description Attached Hereto and Made A Part Hereof By Reference

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 July 28, 2004, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$85,325.78, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest to the order of the Lender. Interest will be charged on the Unpaid Principal at the annual interest rate (which will change if applicable) and pay monthly payments of principal and interest in U.S. dollars ("P&I") in accordance with the following schedule.

37
AS
5
M
J
E

UNOFFICIAL COPY

INTEREST CHANGE DATE	INTEREST RATE	PAYMENT DUE DATE	MONTHLY P&I PAYMENT
<u>07/28/2004</u>	<u>8.000%</u> % % %	<u>08/28/2004</u>	<u>\$659.27</u> \$ \$ \$

MONTHLY PAYMENTS WILL REMAIN FIXED AT 8.000% FROM 08/28/2004 FOR THE REMAINING TERM OF THE LOAN.

If on June 28, 2029 ("Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date

The Borrower will make such payments at:

4828 Loop Central Drive
Houston, Texas 77081

or at such other places as the Lender may require

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 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. This 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 to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. 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; 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 items and provisions as those referred to in (a) above.
5. 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.

UNOFFICIAL COPY

7/28/04
Date

Wilmon Hamer, Jr. (Seal)
Wilmon Hamer, Jr.

Date

(Seal)

STATE OF IL
COUNTY OF Cook

On JUL 28 2004 before me Burton J. Caplan
Date Notary
personally appeared Wilmon Hamer, Jr.

Personally known to me

-OR-

Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s), on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Burton J. Caplan
Signature of Notary Public

My Commission Expires:



Document Preparation:
Fannie Mae Multi-state Instrument
Standard Loan Modification Agreement
Form 3179

UNOFFICIAL COPY

JP Morgan Chase Bank, Trustee,

8/18/2007
Date

Stephen Stain (Seal)
Print Name: STEPHEN STAIN
Title: VICE PRESIDENT
Litton Loan Servicing LP
Attorney-In-Fact

STATE OF TEXAS

COUNTY OF HARRIS

On August 18, 2007 before me Tawana Maxwell
Date Notary
personally appeared STEPHEN STAIN
Signer(s)

Personally known to me

-OR-

Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

Tawana Maxwell
Signature of Notary Public

My Commission Expires: 4-25-2007

After Recording Return To:
Safeguard Properties, Incorporated
650 Safeguard Plaza
Brooklyn Heights, Ohio 44131
Attention: Mr. Eric S. Solowitch



UNOFFICIAL COPY

LEGAL DESCRIPTION

Lot 21 and 22 in Block 3 in Charles H. Nix's Addition to South Chicago, being a Subdivision of the South East quarter of fractional South East quarter (South of the Indian Boundary Line) of fractional Section 12, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel No.: 25-12-441-040-0000; 25-12-441-041-0000

Property of Cook County Clerk's Office