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WHEN RECORDED MAIL TO: WIAC MORTGAGE CORP. (TŔ-800, Atra: Simone Ranaraja) 6320 Canoga Avenue Woodland Hills, CA 91367

Doc#: 0521054064 Eugene "Gene" Moore Fee: \$42.50 Cook County Recorder of Deeds

Date: 07/29/2005 02:02 PM Pg: 1 of 10

Lenders Loan Number: 10978777	THIS BOX FOR RECORDER'S USE ONLY
MIN #: 100136300109787779	MERS Phone: 1-888-679-6377
APN # 2003033170351005	
PIN #	

MORTGAGE MODIFICATION AGREEMENT

The Mortgage Modification Agreement ("Agreement"), entered into on this 30th day of June, 2004 between Evandlyn Holmes, ("Borrower"), and WMC Mortgage Corp ("Lender"), Mortgage Electronic Registration Systems, Inc. ("Mortgagee") amends and surplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated June 18, 2004, and granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender, and Lender's successors and assigns, P.O. Box 2026, Flint, Michigan 45801—1000 (1000), at page(s) 1000 (1000), at page(s) 1000 (1000), of the records

[County and State, or rane, Jurisdiction]

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

- 1. The said Mortgage is being modified for the sole purpose of adding the name are signature of Melvin Calahan to the Adjustable Rate Rider.
- 2. The said Mortgage is being modified for the sole purpose of adding the name and signature of Melvin Calahan to the Condominium Rider.
- 3. The said Mortgage is being modified for the sole purpose of adding the name and signature of Melvir. Calahan to page 12 of 13 of the Mortgage.
- 4. 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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

(Seal)

(Seal)

-Mortgagce

-Lender

WMC Mortgage Corp.

tgage

Cervantez, Vice President

lectronic Registration Systems, I

Evandlyn Holpde -Borrower

Melvin Calahan -Borrower

(Seal)

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CERTIFICATE OF ACKNOWLEDGMENT STATE OF / Corporate) COUNTY OF On / G - / G - O - O - O - O - O - O - O - O - O -	personally appeared MECVIN CALAITAN personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to be within instrument and acknowledge to me that he/she/they executed the same 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.
Sarlia LWillia NOTARY SIGNATURE	WITNESS my hand and official seal.
(SEAL)	NOTARY SIGNATURE

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	
	ss.
County of Las Angely	1
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personally appeared Organical	Name and Title of Officer (e.g., "Jane Doe, Notary Public")
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	proved to me on the basis of satisfactor evidence
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Q	to be the person(s) whose name(s) is/are
7/-	subscribed to the within instrument and acknowledged to me that he/she/they executed
- Company Comp	the same in his/her/their authorized
S. PAN-RAJA	capacity(ies), and that by his/her/their
Commission # 7262342 Z Notary Public California Z	signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
Lus Angeles County	acted, executed the instrument.
My Comm Expires Oct 24 20, 4	WITNESS my hand and official seal.
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	Signature of Notary Public
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I hough the information below is not required by law, it may prove	e Valuable to corcon valuing and
who i ballaoninjer	nt of this form to anothe uccument.
Description of Attached Document	2 1 2
Title or Type of Document: Nongage	Nodification Agreement
Document Date: 6-30-01	
	Number of Pages: 3
Signer(s) Other Than Named Above:	ga Holmes and Melson Calo
Capacity(ies) Claimed by Signer	
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Signer's Name: Orgaiden Conca	nele-
Individual	RIGHT THUMBPRINT OF SIGNER Top of thumb here
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Signer(s) Other Than Named Above: Evandle Capacity(ies) Claimed by Signer Signer's Name: Partner — Title(s): Fact Partner — Limited General Attorney-in-Fact Trustee Guardian or Conservator Other: Signer Is Representing:	

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CONDOMINIUM RIDER

Servicing #: 10978777

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THIS CONDOMINIUM RIDER is made this 18th day of incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the June, 2004 "Security Instrument") of the same date given by "e undersigned (the "Borrower") to secure Borrower's Note to WMC MORTGAGE CORP.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 4529 SOUTH CALUMET AVENUE 2 SOUTH, CHICAGO, 17, 10653

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: CALUMENT AVENUE CONDOMINIUMS

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to MULTISTATE CONDOMINIUM RIDER-Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT DOCUROA; DOCUROA1.VTX 10/15/2002 Form 3140 1/01 (page 1 of 3 pages)

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Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security in the ament, whether or not then due, with the excess, if any, paid to Borrower.

- C. Prolic Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in cornection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.
- E. Lender's Prior Consent. I orrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or sul divide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of selfmanagement of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owner. Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender uncer this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment. SOM CO

 ${\bf MULTISTATE\ CONDOMINIUM\ RIDER-Single\ Family--Fannie\ Mae/Freddie\ Mac\ UNIFORM\ INSTRUMENT}$ DOCUROA2 DOCUROA2.VTX 10/15/2002 (page 2 of 3 pages)

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Property of Cook County Clerk's Office

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Serv #: 10978777

Loan #: 10978777 MIN: 100136300109787779

ADJUSTABLE RATE RIDER
(LIBOR Index-Rate Caps)

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Aday of
the Mo THIS ADJUSTABLE RATE RIDER is n ade this 18th day of June, 2004 and is incorporated into and shall be deerned to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to WMC MORTGAGE CO.P.

(the "Lender") of the same date and covering the property disc ibed in the Security Instrument and located at: 4529 SOUTH CALUMET AVENUE 2 SOUTH, CHICAGO, IL 60653

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOP CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM PATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows: **See Attached Interest or y Addendum

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.500 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

Change Dates

The interest rate I will pay may change on the first day of July 2009 and on that day every 6 month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

MULTISTATE ADJUSTABLE RATE RIDER (LIBOR Index)--Single Family

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(page 1 of 3 pages)

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If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and One-Half

percentage points (6.500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than % or less than 6.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than

percentage points from the rate of interest I have been paying for the preceding months. My interest rate will never be greater than 13.000 %, or less than

Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Uniform Covenant 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or oen ficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrev agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if a Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

MULTISTATE ADJUSTABLE RATE RIDER (LIBOR Index)--Single Family DOCUBEJ2 (page 2 of 3 pages) DOCUBEJ2.VTX 09/04/2003

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If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

The Provisions contained in the 'Addendum to Rider', signed by all borrowers named herein, are hereby incorporated into and shall amend and

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate

Borrower

-Borrower-

Melvin Calahan

than County Clarks Office -Date-

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STEWART TITLE

GUARANTY COMPANY

HEREIN CALLED THE COMPANY

ALIA COMMITMENT
Schedule A - Legal Description
The Sumber: TM146179
Soor File No. 381700

COMMITMENT - LEGAL DESCRIPTION

Unit 4529-2 together with its undivided percentage interest in the common elements in The 4527-29 South Calumet Condominium, as delineated and defined in the Declaration recorded as document number 0020504149 and as amended from time to time, in the North half of the Southeast quarter of the Southwest quarter and the North half of the Southwest quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook Courty, Illinois.

20-03-317-035-1005
OF COOK COUNTY CIENTS OFFICE