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Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 08/01/2005 02:37 PM Pg: 1 of 5

PREPARED BY:
Moss Codilis, L.L.P.
6560 Greenwood Plaza Boulevard, Suite 550
Englewood, CO 80111
Preparer: Brandi L. Novosad

Loan No. 0001664671

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 4th day of May, 2005, between **Kelly Rogers-Henderson**, "Borrower(s)", residing at **15700 Minerva Avenue, Dolton, Illinois 60419** and **EMC Mortgage Corporation as Master Servicer for Wells Fargo Bank, Minnesota, National Association, Trustee for Certificate Holders of SACO I Inc., series 1999-2**, ("Lender") 909 Hidden Ridge, Irving, TX, 75038 current holder of the Note and Security Instrument hereinafter described, amends and supplements (1) the Note dated **November 5, 1993**, made in the amount of **\$95,600.00**, and (2) the Security Instrument dated **November 5, 1993**, made in the amount of **\$95,600.00**, and (2) the Security Instrument dated **November 5, 1993**, made in the amount of **\$95,600.00**, and recorded **November 10, 1993**, as **Document No. 93914801** in the official records of **Cook County, Illinois** which covers the real property described in said Security Instrument, located at: **15700 Minerva Avenue, Dolton, Illinois 60419** ("Property"), and more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
TAX ID#: 29-14-152-017-0000

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 1, 2005**, the amount payable under the Note and the Security Instrument is **\$94,590.43** ("Unpaid Principal Balance"). The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses in the total amount of **\$30,669.73** have been added to the indebtedness under the terms of the Note and Security Instrument and the loan re-amortized over **337** months. When payments resume on **June 1, 2005**, the New Unpaid principal Balance will be **\$125,260.16**.

2. The Borrower(s) promise to pay the Unpaid Principal Balance, plus the interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual rate of **7.00%** from **May 1, 2005**, and Borrower(s) promise to pay monthly payments of principal and interest in the amount of **\$850.46** (this figure does not include escrow), beginning **June 1, 2005**, and on the same day of each month thereafter until the entire amount due and payable under the terms of the Note, Security Instrument and this Agreement are paid in full. If on **June 1, 2033**, ("Maturity Date"), Borrower still owe amounts under the Note, Security Instrument or this Agreement, the Borrower shall pay these amounts in full on the Maturity Date.

Borrower(s) shall make the monthly payments described herein at **EMC Mortgage Corporation, Post Office Box 225749, Dallas, TX 75222-5749**, or at such other place that Lender may designate in writing.

3. As consideration for Lender entering into this Agreement, Borrower hereby remises, releases and forever discharges Lender, its subsidiaries, affiliates, assigns and successors, and Lender's agents, servants, officers, principals, trustees and employees, from any and all manner of actions, causes of action, suits, debts, judgments, dues, accounts, covenants, claims and demands whatsoever, in law or equity, that the Borrower or Borrower's heirs or executors had, has or may have for any cause or thing whatsoever relating to this Agreement or the extension of credit to Borrower evidenced by the original Note and Security Instrument. Borrower understands that this is a full and final release of all claims which Borrower may have against Lender and nothing in this Agreement shall be deemed or otherwise construed as an admission of liability of any kind on the part of Lender, all such liability being expressly denied. **Borrower acknowledges that he/she has had the opportunity to consult with counsel of his/her own choosing prior to executing this Agreement.**

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K.T.

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4. If all or any part of the Property or any interest therein is sold or transferred without Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums due under the Note, Security Instrument and this Agreement.

If 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 due under the Note, Security Instrument and this Agreement. If Borrower(s) fail to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Note, Security Instrument and /or this Agreement without further notice or demand on the Borrower(s), unless required by state law.

5. Borrower will also comply with all other covenants, agreements, terms, conditions, and requirements of the Note and Security Instrument, including, without limitation, the Borrower's agreement to make all payments of ad valorem property taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower(s) are obligated to pay under the terms of the Note and Security Instrument. In the event that the Borrower(s) are not obligated under the terms of the original Note and Security Instrument to make payments of ad valorem property taxes, insurance premiums and/or escrow items, in consideration for this Loan Modification, Lender requires that the Borrower(s) make monthly payments that include ad valorem property taxes, insurance premiums and/or escrow items. However, the following terms and provisions of the original Note and Security Instrument are forever canceled, null and void, as of the date specified in paragraph one above:

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for 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 or wholly or partially incorporated into, or is a part of, the Note or Security Instrument and that contains any such terms or provision as those referred to in (a) above.

6. The parties hereto acknowledge that a discharge from a Chapter 7 bankruptcy may have been granted to the Borrower prior to the execution of the Agreement hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to, the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration given for this Agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the security instrument as a result of the Borrower's default of its obligations thereunder. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive or reaffirm any personal liability.

7. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and/or Security Instrument. Except as expressly provided in this Agreement, the Note and Security Instrument will remain unchanged and the Borrower(s) and Lender will be bound by, and comply with, all of the terms and provisions of the Note and/or Security Instrument, as amended by this Agreement.

This Agreement is in effect upon execution by the borrower(s) and will be treated as such. If, however, corrections and/or amendments are needed for this agreement(s) to correctly reflect the intent of all parties, the borrower(s) will perform reasonable requests and return the document(s) as necessary to the lender.

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BORROWER (S):

Date: 5/6/2005

Kelly Rogers-Henderson
Kelly Rogers-Henderson

Amanda K. Klemm
WITNESS SIGNATURE
(PRINT NAME) Amanda Klemm

Vikki Cheaks
WITNESS SIGNATURE
(PRINT NAME) Vikki Cheaks

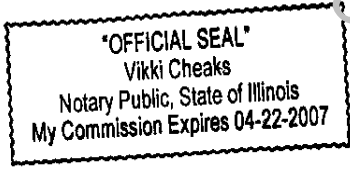
STATE OF Illinois

COUNTY OF Cook

On May 6, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Kelly Rogers-Henderson, 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.

WITNESS my hand and official seal.

Vikki Cheaks
Signature of Notary



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LENDER:

Date: May 12, 2005

EMC Mortgage Corporation as Master Servicer for Wells Fargo Bank, Minnesota, National Association, Trustee for Certificate Holders of SACO I Inc., series 1999-2.

BY: Kami Hilliard
Kami Hilliard (Assistant Vice President)

WITNESS SIGNATURE
(PRINT NAME)

WITNESS SIGNATURE
(PRINT NAME)

STATE OF TEXAS)

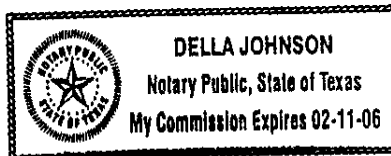
COUNTY OF DALLAS)

On May 12, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Kami Hilliard

____ 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.

WITNESS my hand and official seal.

Della Johnson
Signature of Notary



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EXHIBIT "A"

SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, TO WIT:

LOT SEVENTY TWO (72) IN 2ND ADDITION TO ALMAR MEADOWS, BEING A SUBDIVISION OF PART OF LOTS FOUR (4) AND FIVE (5) IN THE PARTITION OF THAT PART OF THE WEST HALF (1/2) OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RIVER AND THE EAST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT RAILROAD LAND) ACCORDING TO PLAT OF SAID 2ND ADDITION TO ALMAR MEADOWS, REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON APRIL 29, 1960, AS DOCUMENT NUMBER 1919443.