

After Recording Return To:

Return to:
Orion Financial Group, Inc.
2860 Southlake Blvd., Ste 100
Southlake, TX 76092

orp.

Doc#: 0525756156 Fee: \$62.50
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 09/14/2005 03:19 PM Pg: 1 of 6

Prepared By:

Dorie Dunson
Dorie Dunson
Loss Mitigation Specialist

Loan Number: 1019283

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LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made June 3, 2005 between

Yolanda Washington, An Unmarried Person
And
Franklin Credit Management Corporation

("Borrower")

("Lender"),

amends and supplements one certain promissory note ("Note") dated **November 12, 2002**, in the original principal amount of **Eleven Thousand Five Hundred & 00/100ths dollars (\$11,500.00)** executed by, **Yolanda Washington, An Unmarried Person** payable to the order of **Accredited Home Lenders, Inc. A California Corporation** and subsequently sold to Franklin Credit Management Corporation, in accordance with the terms set forth therein. Borrower, if not presently primarily liable for payment of the Note, does hereby expressly assume the payment of said Note. Borrower acknowledges and the Lender represents that Lender is the holder and the owner of the Note and understands that the Lender may transfer the Note, as amended by this agreement, and that anyone who takes the Note by transfer and who is entitled to receive payments under the Note is called the "Lender" in this Agreement. **The Note is secured by a Mortgage (the "Security Instrument"), under Instrument# 0021359765 on December 10, 2002** of the real property records of **Cook County, IL**. Said Security Instrument conveys the real and personal property described in such Security Instrument (the "Property") located at:

(Property Address): **124 East 119th Place Chicago IL, 60628**

Borrower now desires to extend or rearrange the time and manner of (re)payment of the Note and to extend and carry forward the lien(s) on the Property whether created by Security Instrument or otherwise. Lender, the legal holder and owner of the Note and if the lien(s) securing the same has agreed at the request of the Borrower to extend or rearrange the time and manner of payment of the Note.

For and in consideration of **One Hundred & 00/100 dollars (\$100.00)** and other good and valuable consideration paid by each of the parties to the other, the receipt and sufficiency of which are hereby acknowledged and confessed, and in consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (not with standing anything to the contrary contained in the Note or Security Instrument):

- Acknowledgment of Unpaid Balance:** Borrower and Lender acknowledges that as of **May 1, 2005** the amount payable under the Note and secured by the Security Instrument (the "Unpaid Balance") is **Thirteen Thousand One Hundred Seventy Two & 48/100 dollars (\$13,172.43)** consisting of a Principal Balance of **Eleven Thousand One Hundred Eighty Two & 19/100 dollars (\$11,132.19)**, interest of **One Thousand Eight Hundred Eleven & 52/100 dollars (\$1,811.52)**, fees of **One Hundred Twenty Five & 00/100** and late charges of **Fifty Three & 77/100 dollars (\$53.77)**. Borrower, hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of the, Lender the sum of **Thirteen Thousand One Hundred Seventy Two & 48/100 dollars (\$13,172.48)** (the "New Principal Balance").
- Repayment Terms:** Interest will be charged on the unpaid New Principal Balance until the full amount of principal has been paid. Borrower will pay interest at the rate of **9.80%** effective **May 1, 2005**. The interest rate may change in accordance with paragraph 4 herein.
- Time and Place of Payments:** The Borrower promises to make monthly principal and interest payments of **One Hundred Seventeen & 79/100 (\$117.79)**, beginning on **June 1, 2005**, and continuing thereafter on the same day of each succeeding month until **May 1, 2030**. If on **May 1, 2030** ("Modified 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 that date. The borrower will make such payments at **Franklin Credit Management Corporation, P.O. Box 5399, East Liverpool, OH 43920**, or at such other place as Lender may require.
- Interest Rate and Monthly Payment Changes:** WASHINGTON, YOLANDA *04086035*
 (A) **Change Date:** The interest rate may change on the **1st day of May, 2006**, and on that day every **6** month thereafter. Each date on which the interest rate could change is called a "Change Date". If the interest rate changes on the Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate through substantially equal payments. Borrower will pay the new monthly payments beginning on the first monthly payment date after the Change Date until the amount of the monthly payment changes again
 (B) **The Index:** Beginning with the first Change Date, the interest rate will be based on an "Index." The Index means the **Prime Rate** as published in the Money rates section of the **Wall Street Journal**. The most

recent Index is not available as of thirty (30) days immediately preceding the Change Date is called the "Current Index". If the Index is no longer available, the Lender will choose a new index that is based upon comparable information. The Lender will give the Borrower notice of this choice.

- (C) **Calculation of Changes:** Before each Change Date, the Lender will calculate a new interest rate by adding **Three & 80/100 percentage point(s) (3.80%)** to the Current Index and rounding the sum to the nearest **one-eighth of one percentage point (0.125%)**. Subject to the limits stated in paragraph 4(D) below, this rounded amount will be my new interest rate until the next Change Date. Lender will then determine the amount of the monthly payment of principal and interest that would be sufficient to repay the unpaid principal balance in full on the Modified Maturity Date at the new interest rate in substantially equal payments. In making such calculation, Lender will use the unpaid principal balance that would be owed on the Change Date, if there had been no default in payments, reduced by any prepayments of principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.
- (D) **Limits on Interest Rate Changes:** The interest rate change on the first Change Date will not increase or decrease by more than **Two percentage point(s) (2.00%)**. Thereafter, the interest rate will never increase or decrease by more than **Two percentage point(s) (2.00%)** on any single Change Date. The interest rate will never be greater than **10.80% or less than 9.80%**.
- (E) **Effective Date of Changes:** The new interest rate will become effective on each Change Date. Borrower will pay the amount of the new monthly payment beginning on the first monthly payment date after the Change Date until the amount of the monthly payment changes again.
- (F) **Notice of Changes:** Lender will deliver or mail to Borrower a notice of changes in the interest rate and the amount of the monthly payment before the effective date of any change. The notice will include information required by law to be given Borrower and the telephone number to call if Borrower has any questions regarding the notice.
5. **Remittance of Escrow Payments / Lot Rent:** In order to more fully protect the security of this mortgage, the Borrower together with, and in addition to the monthly payments of interest and principal under the terms of the Note secured hereby, shall agree to maintain all Lot Rents and charges relating to the maintenance and upkeep of the property whereon the collateral sits.
6. **Late Charges for Overdue Payments:** If the Lender has not received the full amount of any monthly payment by the end of **fifteen (15)** calendar days after the date it is due, Borrower will pay a late charge to the Lender. The amount of the charge will be **five percent (5%)** of the monthly payment. Borrower will pay this late charge promptly but only once on each late payment. The late charge is not in lieu of any other remedy of Lender, including any default remedy, and will not be charged if such charge would constitute interest in excess of the maximum permitted by state law.
7. **Borrower's Right to Prepay:** Borrower has the right to make payments of principal at any time, without penalty, before they are due. A payment of principal only is known as a "prepayment." When Borrower makes a prepayment, Borrower will tell the Note Holder in writing that the Borrower is doing so.
8. **Renewal and Extension of Maturity:** The lien and security interest secured by this agreement is a "Renewal and Extension" effective as of **May 1, 2005**. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended until the Indebtedness evidenced by the Note, as renewed, modified, and extended hereby, has been fully paid. Lender and Borrowers acknowledge and agree that such extension, renewal, amendment, modification, or rearrangement shall in no manner affect or impair the Note or the liens and security interests securing same, the purpose of this Agreement being simply to extend, modify, amend or rearrange the time and manner of payment of the Note and the indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note (including if applicable any and all vendor's liens securing the Note), which are expressly acknowledged by the Borrowers to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note. The Borrowers hereby expressly waive the benefit of any and all statutes of limitation, which might otherwise inure the Borrower's benefit, or be in any way applicable to Borrowers' obligations under the terms of any and all instruments described herein.
9. **Transfer of the Property or a Beneficial Interest in Borrower:** If all or 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 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 to the expiration of this period, the Lender may invoke any remediation permitted by the Security Instrument without further notice or demand on the Borrower.
10. **Usury:** No provisions of this Agreement or the Note or any instrument evidencing or securing the Note, or otherwise relating to the indebtedness evidenced by the Note, shall require the payment or permit the demand, collection, application or receipt of interest in excess of the maximum permitted by applicable state or federal law. If any excess of interest in such respect is herein or in any such other instrument provided for, or shall be

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adjudicated to be so provided for herein or in any such instrument, the provisions of this paragraph shall govern, and neither Borrower nor any endorser or guarantor of the Note nor their respective heirs, personal representatives, successors or assigns shall be obligated to pay the amount of such interest to the extent it is in excess of the amount permitted by applicable law. It is expressly stipulated and agreed to be the intent of Borrower and Lender to at all times comply with the usury and other laws relating to the Note and Security Instrument and any subsequent revisions, repeals or judicial interpretations hereof, to the extent applicable thereto. In the event Lender receives, collects or applies as interest any such excess, including but not limited to any "late charges" collected, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance of the Note, and, if upon such application the principal balance of the Note is paid in full, any remaining excess shall be forthwith paid to Borrower and the provisions of the Note and the Security Instrument shall immediately be deemed reformed and the amounts thereafter collectible thereunder reduced, without the necessity of execution of any new document, so as to comply with the then applicable law, but so as to permit the recovery of the fullest amount otherwise called for there under. In determining whether or not the interest paid or payable under any specific contingency exceeds the maximum interest allowed to be charged by applicable law, Borrower and Lender shall, to the maximum extent permitted under applicable law, amortize, prorate, allocate and spread the total amount of interest throughout the entire term of the Note so that the amount or rate of interest charged for any and all periods of time during the term of the Note is to the greatest extent possible less than the maximum amount or rate of interest allowed to be charged by law during the relevant period of time.

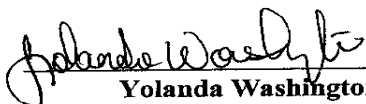
11. Release and Waiver of Other Claims: In consideration of the modification of certain provisions of the Note and Security Instrument, all as herein provided, and the other benefits received by Borrower hereunder, Borrower hereby RELEASES, RELINQUISHES and forever DISCHARGES Lender, as well as its predecessors, successors, assigns, agents, officers, directors, employees and representatives, of and from any and all claims, demands, actions and causes of action of any and every kind of character, whether known or unknown, present or future, which Borrower may have against Lender, and its predecessors, successors, assigns, agents, officers, directors, employees and representatives, arising out of or with respect to any and all transactions relating to the Note and Security Instrument occurring prior to the date hereof, including any loss, cost or damage, of any kind or character, arising out of or in any way connected with or in any way resulting from the acts, actions or omissions of Lender, and its predecessors, successors, assigns, agents, officers, directors, employees, and representatives, including any breach of fiduciary duty, breach of any duty of fair dealing, breach of confidence, breach of funding commitment, undue influence, duress, economic coercion, conflict of interest, negligence, bad faith, malpractice, violations of the Racketeer Influenced and Corrupt Organizations Act, intentional or negligent infliction of mental distress, tortious interference with contractual relations, tortious interference with corporate governance or respective business advantage, breach of contract, deceptive trade practices, libel, slander, conspiracy or any claim for wrongfully accelerating the Note or wrongfully attempting to foreclose on any collateral relating to the Note, but in each case only to the extent permitted by applicable law.
12. Loan Documentation: As amended hereby, the provisions of the Note and Security Instrument shall continue in full force and effect, and the Borrower acknowledges and reaffirms Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instruments, this Agreement shall govern. 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 the Lender will be bound by, and comply with, all of the terms and provisions hereof, as amended by this Agreement. Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in said Security Instrument.
13. Partial Invalidity: In the event any portion of the sums intended to be secured by this Agreement cannot be lawfully secured, payments in reduction of such sums shall be applied first to those portions not secured.
14. Co-Signer Liability: Any Co-signer who signs this Agreement but has not executed the Note is co-signing this Agreement only to mortgage, grant and convey that Co-signer's interest in the Property under the terms of this Agreement. Co-signer is not personally obligated to pay the sums secured by the Security Instrument, and agrees that Lender and Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Note or the Security Instrument, without Co-signer's consent.
15. Hazardous Substances: Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in Paragraph 13, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other

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flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive material. As used in Paragraph 13, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

- 16. Miscellaneous: Borrower hereby agrees to pay all costs and expenses incurred by Lender in connection with the execution and administration of this Agreement, the renewal and extension and modification of the Note and Security Instrument and any other documents executed in connection herewith. Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement.
- 17. No Oral Agreements: **The written Loan Agreements represent the final agreements between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.**

EXECUTED as of the day and year first above written.


 Yolanda Washington



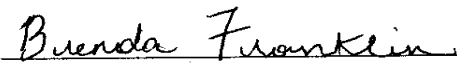
THE STATE OF }
 }
 COUNTY OF }

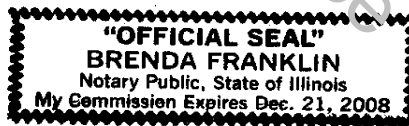
(Individual Acknowledgement)

BEFORE ME, the undersigned authority, on the day appeared

Know to me to be the person(s) whose name(s) is Subscribed to the foregoing instrument, and acknowledged to me that she Executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13 day of JUNE, 2005


 Notary Public, State of



THE STATE OF }
 }
 COUNTY OF }

(Individual Acknowledgement)

BEFORE ME, the undersigned authority, on the day appeared

Know to me to be the person(s) whose name(s) _____ Subscribed to the foregoing instrument, and acknowledged to me that _____ Executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20____

 Notary Public, State of

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ACCEPTED AND AGREED TO BY THE OWNER
AND HOLDER OF SAID NOTE:

Franklin Credit Management Corporation

By: *Joseph*
Title: *E.V.P.*



THE STATE OF NEW YORK }
COUNTY OF NEW YORK }

(Corporate Acknowledgement)

BEFORE ME, the undersigned authority, on this day appeared *Joseph CHIAZZO*

Known to me to be the person(s) whose name(s) *JS* subscribed to the foregoing instrument, and acknowledgement to me that *he* executed the same for the purpose and consideration therein expressed as the act and deed of said corporation and in the Capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this *22nd* day of *JUNE*, 20*05*

Dorothy Rascal
Notary Public, State of New York

DOROTHY RASCAL
Notary Public, State of New York
No. 01PA5027055
Qualified in Kings County
Commission Expires May 2, 20*06*

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Exhibit A

LOT 35, ROSELAND SUBDIVISION, SECTION 27 TOWNSHIP 37 RANGE
14

Property of Cook County Clerk's Office

04086035

Cook County, IL

FCCM/LOANMODAGR