

# UNOFFICIAL COPY



Recording Requested by  
Countrywide Bank, N.A.

Doc#: 0629856073 Fee: \$36.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/25/2008 12:04 PM Pg: 1 of 7

AND WHEN RECORDED MAIL TO:

Countrywide Bank, N.A.  
1800 Tapo Canyon Road SV2-116  
Simi Valley, CA 93063  
Prepared by: JOSIMONETTE FESTEJO  
CLD Deficiency Department  
DOC. ID#: 0021000640072005N

Parcel # 02-12-100-020-0000

Space Above for Recorder's Use

## LOAN MODIFICATION AGREEMENT TO THE MORTGAGE

MIN#: 100133700006047602

This Loan Modification Agreement (the "Agreement"), made this 19th day of June, 2006 between DARIUSZ MACIOCH, AND ANNA MACIOCH, (the "Borrowers") and Countrywide Bank, N.A., ("Lender") and Mortgage Electronic Registration Systems, Inc. ("Mortgagee") amends and supplements that certain MORTGAGE dated April 28, 2005 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 48501-2026) and recorded on May 13, 2005 as Instrument Number 0513333204 in the Official Records of the COOK County, State of ILLINOIS (the "Security Instrument"), and covering the real property specifically described as follows:

This property is more commonly known as:

1471 WINSLOWE DRIVE UNIT 302  
PALATINE, IL 60074

In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

- TO ADD THE BORROWERS' ACKNOWLEDGEMENTS ON THE CORRECTION MADE ON PAGE 2 OF THE MORTGAGE WHICH WERE OMITTED AT THE TIME OF RECORDING
- TO ADD THE CO-BORROWER'S INITIALS TO PAGE 1 OF THE 1-1 FAMILY RIDER WHICH WERE OMITTED AT THE TIME OF RECORDING

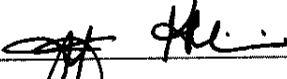
The Borrowers shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument.

Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrowers and Countrywide Bank, N.A. shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall remain in full force and effect and shall continue to be a first lien on the above-described property. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

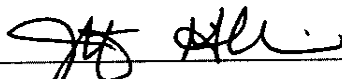
4650  
34  
Sc  
my  
pb  
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Countrywide Bank, N.A.

  
 \_\_\_\_\_  
 By: **Jennifer Guidicessi**  
 Its: **Assistant Vice President**

Mortgage Electronic Registration Systems, Inc.

  
 \_\_\_\_\_  
 By: **Jennifer Guidicessi**  
 Its: **Assistant Vice President**

  
 \_\_\_\_\_  
**DARIUSZ MACIOCH**

  
 \_\_\_\_\_  
**ANNA MACIOCH**

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

Property of Cook County Clerk's Office

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STATE OF Illinois )  
 ) SS.  
COUNTY OF COOK )

On this 19th Day of July 2006, BEFORE ME,  
Tatyana Furman, (Notary Public)

personally appeared, **DARIUSZ MACIOCH, AND ANNA MACIOCH**, 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 foregoing 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



(SEAL)

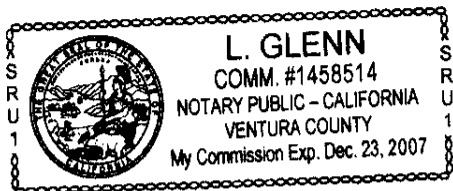
Tatyana Furman  
Notary Public

Commission Expires: 07/17/09

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF VENTURA )

On this 12th day of Sept 2006, before me, **L. Glenn**, Notary Public, personally appeared **Jennifer Guidicessi**, Assistant Vice President for Countrywide Bank, N.A., personally known to me to be the person whose name is signed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.



(SEAL)

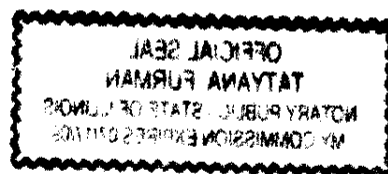
L. Glenn  
Notary Public

Commission Expires: 12.23.07

December 23, 2007

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Property of Cook County Clerk's Office



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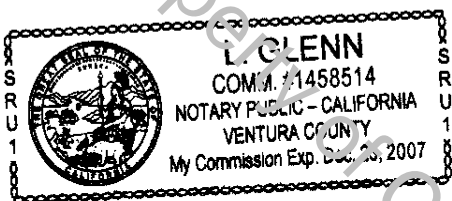
STATE OF CALIFORNIA

)  
) SS.  
)

COUNTY OF VENTURA

On this 12<sup>th</sup> day of Sept 2006, before me, **L. Glenn**, Notary Public, personally appeared **Jennifer Guidicessi**, **Assistant Vice President** for Mortgage Electronic Registration Systems, Inc., personally known to me to be the person whose name is signed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.



(SEAL)

*L. Glenn*  
\_\_\_\_\_  
Notary Public

Commission Expires: 12.23.07

**December 23, 2007**

Properly Cook County Clerk's Office

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## Exhibit A

### (Legal Description)

PARCEL 1:

UNIT 1471-302 IN BRENTWOOD OF PALATINE CONDOMINIUM, CREATED PURSUANT TO THAT CERTAIN DECLARATION OF CONDOMINIUM OWNERSHIP FOR BRENTWOOD OF PALATINE CONDOMINIUM, OF PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED IN COOK COUNTY, ILLINOIS ON AUGUST 13, 2004 AS DOCUMENT NO. 0422634016 ("DECLARATION"), AND AS DELINEATED ON EXHIBIT C TO THE DECLARATION, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION AND GRANT OF EASEMENT DATED DECEMBER 14, 1972, RECORDED IN COOK COUNTY, ILLINOIS ON DECEMBER 21, 1972, AS DOCUMENT NO. LR2666783.

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DOC ID #: 00010006400704005

(B) "Borrower" is

DARIUSZ MACIOCH, AND ANNA MACIOCH, ~~ROSEANNA AND WIFE~~, AS <sup>JOINT TENANTS</sup> ~~TEENANTS BY THE ENTIRETY~~

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is

Countrywide Bank, a Division of Treasury Bank, N.A.

Lender is a NATL. ASSN.

organized and existing under the laws of THE UNITED STATES

Lender's address is

P.O. Box 660694, Dallas, TX 75266-0694

(E) "Note" means the promissory note signed by Borrower and dated APRIL 28, 2005. The Note states that Borrower owes Lender

ONE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED FIFTY and 00/100

Dollars (U.S. \$ 116,550.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 01, 2035

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input checked="" type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input checked="" type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)

Initials: DM AM

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## 1-4 FAMILY RIDER (Assignment of Rents)

After Recording Return To:  
COUNTRYWIDE HOME LOANS, INC.  
MS SV-79 DOCUMENT PROCESSING  
P.O.Box 10423  
Van Nuys, CA 91410-0423  
PARCEL ID #:  
0212100020

Prepared By:  
SLADJANA RIZVANOVICH  
AMERICA'S WHOLESALE LENDER


1011 WARRENVILLE RD. #115  
LISLE  
IL 60532

ST5073033  
[Escrow/Closing #]

00010006400704005  
[Doc ID #]

MULTISTATE 1 - 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

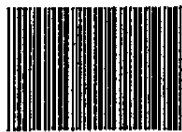
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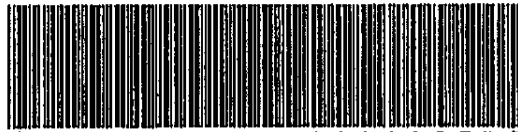
VMP Mortgage Solutions, Inc. (800)521-7291

Initials: DM

Form 3170 1/01



\* 23991 \*



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