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Doc#: 0705116015 Fee: \$32.50  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 02/20/2007 10:06 AM Pg: 1 of 5

**After Recording Return To:**

RUTH RUHL, P.C.  
[Company Name]  
Attn: Recording Department  
[Name of Natural Person]  
2305 Ridge Road, Suite 106  
[Street Address]  
Rockwall, Texas 75087  
[City, State, Zip]



**Prepared By:**

RUTH RUHL, P.C.  
2305 Ridge Road, Suite 106  
Rockwall, Texas 75087

[Space Above This Line For Recording Data]

Loan No.: 11784996

**LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement ("Agreement"), effective this 17th day of January, 2007, between Adam Fernandez and Christina Fernandez fka Christina Lara, husband and wife ("Borrower/Grantor") and Deutsche Bank Trust Company Americas formerly known as Banker's Trust Company, as Trustee and Custodian by: Saxon Mortgage Services, Inc. f/k/a Meritech Mortgage Services, Inc. as its attorney-in-fact ("Lender/Grantee"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), the Note and any riders thereto made by Borrower to America's MoneyLine Inc. (the "Original Lender") dated August 26th, 2004 and recorded in Book/Liber N/A, Page N/A, Instrument No. 0425103091, of the Official Records of Cook County, Illinois, and (2) the Note in the original principal sum of U.S. \$ 152,000.00, 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 11630 S Keeler, Alsip, Illinois 60803

SV  
ML  
PT  
RS  
RL

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Loan No.: 11784996

the real property described being set forth as follows:

LOT 2 IN BLOCK 2 IN KLEYBOECKERS SUBDIVISION OF THE NORTH ONE HALF OF THE EAST ONE QUARTER OF THE WEST ONE HALF OF THE SOUTHEAST ONE QUARTER OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 10, 1947, AS DOCUMENT NUMBER 14010005, IN COOK COUNTY, ILLINOIS.

PARCEL ID: 24-22-416-007

In consideration of the agreements herein, and other good and valuable consideration, Saxon, on behalf of and as duly authorized agent of Note Holder, and Borrower hereby agree to modify the terms of the Note and Security Instrument as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- Advances by Saxon Mortgage Services, Inc. ("Saxon").** As of July 1st, 2006, Borrower acknowledges that the existing principal balance payable under the Note and Security Instrument is/was \$ 148,948.92 which accrued interest at a yearly rate of 6.900 %. After application of the accrued but unpaid interest due on the August 1st, 2006 through November 1st, 2006 payments, at the modified interest rate of 6.900 %, \$ 3,051.08 will be added to the indebtedness resulting in a new principal balance of \$ 152,000.00 (the "Unpaid Principal Balance"). The Unpaid Principal Balance will accrue interest initially at the interest rate of 6.900 %.
- Interest Rate.** 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 Balance at an annual interest rate which will adjust, and Borrower will pay monthly payments of principal and interest in U.S. dollars (which does not include any required escrow amounts), in accordance with the following schedule:

	INTEREST RATE	INTEREST RATE CHANGE DATE	PAYMENT DUE DATE	MONTHLY PRINCIPAL AND INTEREST PAYMENT
*prior to recast*	6.900%	07/01/2006	08/01/2006	\$1,300.07
	6.900%	11/01/2006	12/01/2006	\$1,325.02

**MONTHLY PRINCIPAL AND INTEREST PAYMENTS WILL RESUME TO ITS ORIGINAL ARM ADJUSTMENT EFFECTIVE SEPTEMBER 1st, 2007, WITH THE PAYMENT DUE ON OCTOBER 1st, 2007 STIPULATED IN THE NOTE AFTER THE COMPLETION OF THE ABOVE MODIFICATION TERMS.**

- Maturity Date.** The Borrower promises to make monthly payments of principal and interest under the terms herein until Principal and Interest are paid in full. If on September 1st, 2034 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay those amounts in full on the Maturity Date. The Borrower will make such payments at Saxon Mortgage Services, Inc., 4708 Mercantile Drive North, Fort Worth, Texas 76137-3605 or at such other place as the Lender may require.

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4. **Covenants and Agreements of Borrower.** Except as otherwise modified herein, the Borrower will comply with all other covenants, agreements, and requirements of the Note and 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. As further inducement to Saxon to enter into this Agreement, Borrower represents and warrants, that since the date of the Note: (a) Borrower has incurred no material adverse change in financial position; (b) Borrower has experienced no changes in employment (other than as have fully disclosed to Saxon) and no changes to the occupancy status of the Property have occurred; and (c) there have been no changes in ownership to the Property; nor have any disputes arisen as to ownership of the Property, or the survey boundaries thereof. Borrower covenants to execute promptly any and all additional and corrected documents that may reasonably be required to carry out the intent of this Agreement.
  
5. **No Release or Satisfaction.** 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 in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement. All capitalized terms not otherwise defined herein shall have their respective meanings as set forth in the Note and Security Instrument.
  
6. **Borrower's Failure to Perform.** In the event Borrower fails to perform according to the terms of this Agreement at any time during the first 90 days from the effective date hereof, the modified terms will revert to the terms in effect prior to this Agreement, and any funds received from the borrower will be credited towards the full reimbursement amount, or will be applied as an offset to the total amount of Borrower's debt in the event of foreclosure. Borrower hereby grants Saxon Power of Attorney for the limited purpose of executing on behalf of Borrower and recording any instrument necessary to cause this Agreement to be void in the event Borrower fails to perform according to the terms contained herein.

30 - Jan - 07  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_ (Seal)  
 Adam Fernandez -Borrower

30 Jan 07  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_ (Seal)  
 Christina Fernandez fka Christina Lara -Borrower

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 \_\_\_\_\_ (Seal)  
 -Borrower

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 \_\_\_\_\_ (Seal)  
 -Borrower

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Loan No.: 11784996

## BORROWER ACKNOWLEDGMENT

State of Illinois

§  
§  
§

County of Cook

30-Jan-07

On this \_\_\_\_\_ day of \_\_\_\_\_, before me,  
Karen Frausto, a Notary Public in and for said state,  
personally appeared Adam Fernandez and Christina Fernandez fka Christina Lara

[name of person acknowledged], known to me to be the person who executed the within instrument, and  
acknowledged to me that he/she/they executed the same for the purpose therein stated.

(Seal)

Karen Frausto

Karen Frausto

Type or Print Name of Notary

Notary Public, State of Illinois

My Commission Expires: Feb. 15. 2010



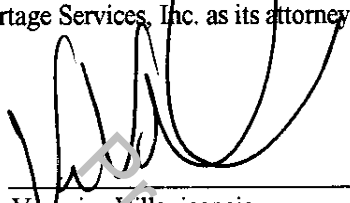
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Loan No.: 11784996

2-5-07

Deutsche Bank Trust Company Americas  
formerly known as Banker's Trust Company, -Lender  
as Trustee and Custodian by: Saxon  
Mortgage Services, Inc. f/k/a Meritech  
Mortgage Services, Inc. as its attorney-in-fact

-Date

By:   
Veronica Villavicencio

Its: Vice President, Loss Mitigation

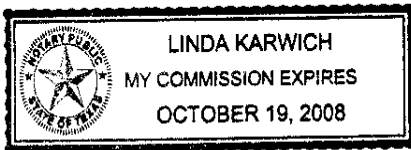
### LENDER ACKNOWLEDGMENT


State of Texas §  
County of Tarrant §

On this 5<sup>TH</sup> day of FEBRUARY, 2007, before me,  
Linda Karwich, [name of notary], a Notary Public in and for said state,  
personally appeared Veronica Villavicencio, Vice President, Loss Mitigation  
[name of officer or agent, title of officer or agent] of Deutsche Bank Trust Company Americas formerly known as  
Banker's Trust Company, as Trustee and Custodian by: Saxon Mortgage Services, Inc. f/k/a Meritech Mortgage  
Services, Inc. as its attorney-in-fact, [name of entity]

known to me to be the person who executed the within instrument on behalf of said entity, and acknowledged to me that he/she/they executed the same for the purpose therein stated.

(Seal)



  
LINDA KARWICH

Type or Print Name of Notary

Notary Public, State of TEXAS

My Commission Expires: 10-19-2008