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Doc#: 0705413025 Fee: \$30.50 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds
Date: 02/23/2007 11:05 AM Pg: 1 of 4

When Recorded Mail To: COUNTRYWIDE HOME LOANS, INC. 1700 WEST LOOP SOUTH, SUIFE 260 HOUSTON, TEXAS 77027

This Instrument Prepared By: COUNTRYWIDE HOME LOANS, INC. 1700 WEST LOOP SOUTH, SUITE 260 HOUSTON, TEXAS 77027

Parcel ID Number: 14-20-100-037-0000

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Doc ID # 00011412822009005 MIN 1000157-0005855685-9

MODIFICATION OF NOTE AND SECURITY INSTRUMENT

This Modification of Note and Security Instrument (the "Modification"), to be effective on OCTOBER 1, 2006, is entered into by and among GUSTAVO R. MORGAN, AN UNMARRIED MAN ("Borrower"), COUNTRYWIDE HOME LOANS, INC., ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("Mortgagee"), and amends and supplements that certain promissory note, dated SEPTEMBER. 28, 2005, in the original principal amount of \$1,000,000.00 ("Note"), secured by that certain Mortgage, Deed of Trust, Security Deed or other security instrument of the same date, granted or assigned to Mortgage Electronic Registration Systems, Inc., as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), Post Office Box 2026, Flint, Michigan 48501-2026, and filed for record on OCTOBER 18, 2005, as Document No. 0529153033, in the records of COOK County, State of ILLINOIS ("Security Instrument"), securing real property described as follows:

THE EAST 1/2 OF LOT 15 IN BLOCK 1 IN LAKEVIEW HIGH SCHOOL SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH,

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RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Borrower agrees as follows:

- 1. The terms of the Note and the Security Instrument, including any addenda and riders, are amended and modified as follows:
 - commencing on NOVEMBER 1, 2006 my regular monthly principal and interest payment under the Note shall be \$ 5,368.22.
 - the new Marriay Date is: OCTOBER 1, 2036.
 - the Construction Loan Note Addendum and the Deed of Trust, Mortgage Rider for Construction are hereby null and void.
- 2. If construction is completed on a date before or after the effective date first shown above, Lender may at its option extend or shorten the maturity date shown in this Modification to make the remaining loan term equal to the permanent financing per od of the Note. If Lender opts to change the maturity date, Lender will give notice to Borrower of the new mounty date. Borrower hereby consents to the foregoing and no further consent from Borrower is required.
- 3. If on the effective date first shown above, the total outstanding principal balance is less than the principal balance shown in this Modification, Lender nay at its option re-amortize the outstanding principal balance and reduce Borrower's monthly payment. If Lender opts to re-amortize the outstanding principal balance, Lender will give notice to Borrower of the new monthly payment. Borrower hereby consents to the foregoing and no further consent from Borrower is required.

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- 4. Nothing in this Modification will invalidate, impair or release any term or condition in the Note or the Security Instrument. The Note and the Security Instrument will continue in full force and effect. Any term or condition in the Note or the Security Instrument not modified in this Modification has the same force and effect as any term which is modified in this Modification. Borrower ratifies and confirms the terms and conditions of the Note and the Security Instrument, and covenants and agrees to perform and comply with the
- 5. Nothing in this Modification will be understood or construed as a substitution, transference or novation of the
- 6. Lender reserves all rights it has against all parties, including but not limited to all parties secondarily liable.
- This Modification is binding upon and inures to the benefit of the heirs, executors, administrators,
- 8. All capita'zed terms not defined in this Modification have the same meaning as in the Note or the Security

This Modification has been executed by the parties below, effective the date first above written.

| | On executed by t | he parties below, ef | fective the date first ab | ove written, | |
|--------------|------------------|----------------------|---------------------------|--------------|---------|
| CSTATO K-MOR | MM - | _(Seal) -Borrower | | | (Seal) |
| l | | (Seal) -Borrower | | -Bo | orrower |
| Witnesses: | | C | | -Bot | (Seal) |
| | | | 404 | | |
| | NOTARY ACKNO | OWLEDGEMENT | PAGE IS ATTACKED | | |
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STATE OF_ [Space Below This Line For Acknowledgment] OHLO foregoing CDher instrument County was by GUSTAVO R. MORGAN. acknowledged My Commission Expires: this Curringo Property or Cook County Clerk's Office

fication of Note and Security Instrument state (12/05) 1090

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