



Doc#: 0705804059 Fee: \$38.50  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 02/27/2007 12:46 PM Pg: 1 of 8

**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, TX 75087

MERS Phone: 1-888-679-6377  
MERS No.: 1000138 0084648005 7

Loan No.: 0084648005

**LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement ("Modification"), is effective November 1st, 2006, between Dan F. Jones and Sharon R. Hopkins-Jones, husband and wife

(“Borrower/Grantor”) and GreenPoint Mortgage Funding, Inc.

(“Lender/Grantee”), whose address is 2300 Brookstone Centre Parkway, Columbus, Georgia 31904 and Mortgage Electronic Registration Systems, Inc.

(“Mortgagee”), with offices at P.O. Box 2026, Flint, Michigan 48501-2026 current holder of the Note and Security Instrument hereinafter described, amends and supplements (1) the Note dated August 26th, 2004, granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record located at P.O. Box 2026, Flint, Michigan 48501-2026 made in the amount of U.S. \$ 127,900.00, and (2) the Security Instrument dated August 26th, 2004, granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns) and recorded on September 7th, 2004, in Book/Liber N/A, Page N/A, Instrument No. 0425142495, Official Records of Cook County, Illinois, which covers the real property described in said Security Instrument, located at: 5224 S. Morgan, Chicago, Illinois 60609

Parcel ID #: 20-08-411-033-0000

Handwritten initials/signature

**UNOFFICIAL COPY**

Loan No.: 0084648005

That real property is described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT:

THE SOUTH 13 1/2 FEET OF LOT 13 AND THE NORTH 1/2 OF LOT 14 IN BLOCK 8 IN DEXTER PARK SUBDIVISION, A RESUBDIVISION OF THE SOUTH 1/2 OF LOT 14, LOTS 15 TO 18 INCLUSIVE, LOTS 20 TO 30 INCLUSIVE, AND LOTS 38, 39, 41, 42, AND 44 TO 50 INCLUSIVE, IN HICKLEY'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO ANY RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS, OR MINERAL RIGHTS OF RECORD, IF ANY.

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower  is,  is not, the occupant of the Property.
2. The Borrower acknowledges that the current outstanding unpaid principal balance payable under the Note and Security Instrument is \$ 127,764.30 ("Existing Principal Balance"). The Borrower acknowledges that interest has accrued but not 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 Security Instrument, and that such interest, costs and expenses, are in the total amount of \$ 14,405.81 (the "Additional Principal Amount"). As of November 1st, 2006, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$142,170.11, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
3. 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 the yearly rate of 6.125% from November 1st, 2006 until September 1st, 2007. Thereafter, the interest rate will change in accordance with the terms of the Note.
4. The Borrower promises to pay monthly payment of accrued interest only in the amount of \$725.66 on the 1st day of each month beginning December 1st, 2006 until September 1st, 2007, at which time payments will adjust in accordance with the terms of the Note. Beginning October 1st, 2007, Borrower will begin paying monthly payments of principal and interest in accordance with the terms of the Note. If on September 1st, 2034, (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.
5. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and 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.
6. Nothing in this Modification 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 Modification, 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 Modification.
7. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification. [Check applicable box(es)]

1-4 Family Rider - Assignment of Rents

# UNOFFICIAL COPY

Loan No.: 0084648005

[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

11/13/2006  
Date

[Signature] (Seal)  
Dan F. Jones -Borrower

11/13/2006  
Date

[Signature] (Seal)  
Sharon R. Hopkins-Jones -Borrower

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

### BORROWER ACKNOWLEDGMENT

State of Illinois  
County of ~~Cook~~ Kane

On this 26 day of November, 2006, before me,  
[name of notary], a Notary Public in and for said state,  
personally appeared Dan F. Jones and Sharon R. Hopkins-Jones

[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)



[Signature]  
Notary Signature  
Maricela Rodriguez  
Type or Print Name of Notary

Notary Public, State of Illinois

My Commission Expires:  
1/24/07

# UNOFFICIAL COPY

Loan No.: 0084648005

December 5, 2006

December 5, 2006

-Date

-Date

GreenPoint Mortgage Funding, Inc.

Mortgage Electronic Registration Systems, Inc.

-Lender

-Mortgagee

By:

John DeBerry

By:

Patricia C. Lee

Its: Assistant Vice President

Its: Assistant Secretary

## LENDER/MORTGAGEE ACKNOWLEDGMENT

State of

Georgia

§

County of

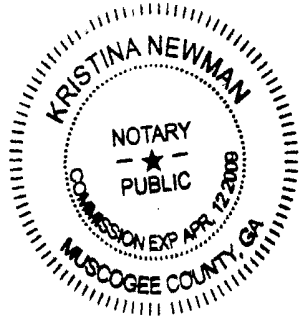
Muscogee

§

On this 5th day of December, 2006, before me,  
Kristina Neuman [name of notary], a Notary Public in and for said state,  
personally appeared John DeBerry of GreenPoint Mortgage Funding, Inc.

and Patricia C. Lee, John DeBerry, Lender,  
Assistant Secretary of Mortgage Electronic Registration  
Systems, Inc., Mortgagee, personally 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)



Kristina Neuman  
Kristina Neuman Notary Signature  
Type or Print Name of Notary

Notary Public, State of

Georgia

My Commission Expires:

4-12-09

# UNOFFICIAL COPY

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

Loan No.: 0084648005

THIS 1-4 FAMILY RIDER, effective the 1st day of November, 2006 is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Dan F. Jones and Sharon R. Hopkins-Jones, husband and wife

(the "Borrower")

and GreenPoint Mortgage Funding, Inc.

(the "Lender")

and Mortgage Electronic Registration Systems, Inc.

(the "Mortgagee")

covering the Property described in the Loan Modification Agreement located at: 5224 S. Morgan, Chicago, Illinois 60609

[Property Address]

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

**1-4 FAMILY COVENANTS.** Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument as defined in the Loan Modification Agreement, the Borrower agrees as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bathrooms, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

Initials DF Initials SH Initials \_\_\_\_\_ Initials \_\_\_\_\_

**UNOFFICIAL COPY**

Loan No.: 0084648005

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument or the Loan Modification Agreement to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notices of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument and modified by the Loan Modification Agreement; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

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Loan No.: 0084648005

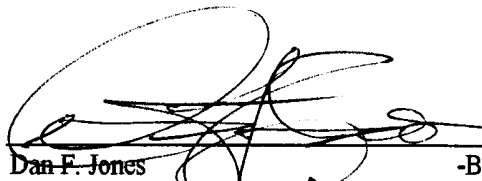
Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument or the Loan Modification Agreement are paid in full.

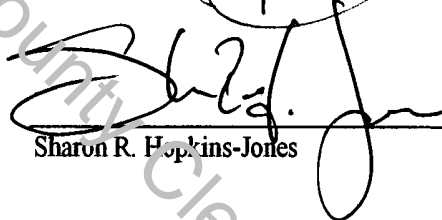
**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

**J. TERMS CONTROL PROVISION.** Except as otherwise specifically provided in this 1-4 Family Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

11/13/2000  
Date

  
Dan F. Jones (Seal)  
-Borrower

11/13/2000  
Date

  
Sharon R. Hopkins-Jones (Seal)  
-Borrower

Date

(Seal)  
-Borrower

Date

(Seal)  
Borrower

# UNOFFICIAL COPY

Loan No.: 0084648005

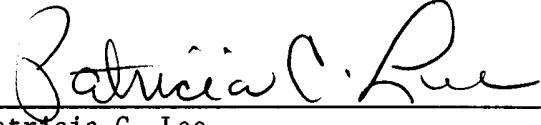
December 5, 2006  
-Date

December 5, 2006  
-Date

GreenPoint Mortgage Funding, Inc.  
-Lender

Mortgage Electronic Registration Systems, Inc.  
-Mortgagee

By:   
John DeBerry

By:   
Patricia C. Lee

Its: Assistant Vice President

Its: Assistant Secretary

PROPERTY OF COOK COUNTY CLERK'S OFFICE