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Doc#: 0706111035 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/02/2007 10:56 AM Pg: 1 of 4

Property of Cook County Clerk's Office

11456683

Service Loan #: 6152952  
Title #: 3290400 / IL  
Borrower's name: Karen Pyka  
Address: 823 Parkside Ct., Streamwood, IL 60107

This MODIFICATION AGREEMENT document was prepared by:

CitiMortgage Inc.  
Loss Mitigation Department  
5280 Corporate Drive  
Frederick, MD 21703  
301-696-4809 phone / 301-696-4473 fax  
Email: Annette.Lawson@Citigroup.com

Annette Lawson

2/2/07

Date

PYKA  
11456683 IL  
FIRST AMERICAN LENDERS-ADVANTAGE  
MODIFICATION AGREEMENT

5/18  
P4  
SNO  
M/K  
10/18/07  
JCM

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When recorded mail to:  
 First American Title Insurance Co.,  
 Lenders Advantage  
 1100 Superior Avenue, Suite 200  
 Cleveland, Ohio 44114  
 ATTN: NATIONAL RECORDINGS

Loan # 6152952

11456683

**LOAN MODIFICATION AGREEMENT**  
 (PROVIDING FOR FIXED INTEREST RATE/CAPITALIZATION)

This Loan Modification Agreement ("Agreement"), made 01/08/07, between KAREN PYKA (Borrower) residing at 823 PARKSIDE CT, STREAMWOOD, IL, 60107-1671 and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. by assignment as Mortgagee of record (solely as nominee for Lender and Lender's successors and assigns) (Lender) having offices at 5280 Corporate Drive, Frederick, MD 21703 and amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") dated 07/03/02 and recorded on 07/17/02, Document number 0020778356, Book number 9433, Page 0030 in the Official Records of COOK County, Illinois and (2) the Note 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 823 PARKSIDE CT, STREAMWOOD, IL, 60107, the real property described as being set forth as follows:

**A PARCEL OF LAND LOCATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, WITH A SITUS ADDRESS OF 823 PARKSIDE CT, STREAMWOOD IL 60107-1671 CURRENTLY OWNED BY PYKA KAREN HAVING A TAX ASSESSOR NUMBER OF 06-26-107-030-0000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS L237 PARKSIDE COURT SUBD RESUBD 1 S 1/2 S23 & N1/2 S26 T41N R9 AND DESCRIBED IN DOCUMENT NUMBER 10517895 DATED 06/04/2001 AND RECORDED 06/14/2001.**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of 01/08/07, the amount of payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$146,207.39**. The Borrower acknowledges that interest has accrued but has not been 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 the Security Instrument, and that such interest, costs and expenses in the total amount of \$ 22,996.89, have been added to the indebtedness under the terms of the Note and Security Instrument and the loan re-amortized over 306 months. When payments resume on 02/01/07, the New Unpaid Principal Balance will be **\$169,204.28**.

2. The Borrower promises to pay the New Unpaid Principal Balance, plus Interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.125% effective 01/01/07 (the "Interest Change Date"). The Borrower promises to make monthly payments of principal and interest of U.S. \$1,094.02 (which does not include and amounts required for Insurance and/or Taxes) beginning on 02/01/07 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full.

If on 07/01/32 (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. All other terms stated in the Note remain the same.

The Borrower will make such payments at Post Office Box 9481, Gaithersburg, MD 20898-9481, or at such other place as the Lender may require.

3. If all or any 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 the Security Instrument.

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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 the Security Instrument. If the Borrower fails to pay these sums prior to the expiration period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all the other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all the payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under Security Instrument; however, the following terms and provisions are forever canceled, null, and void, as of the date specified in paragraph No. 1 above:

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and,
- (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, or part of, the Note and Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. 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 Lender will be bound by and comply with, all of the terms and provisions thereof as amended by this Agreement.

6. It is mutually agreed that said security instrument shall continue a first lien upon the premise and that neither the obligation evidencing the aforesaid indebtedness nor the security instrument the same shall in any way be prejudiced by this agreement, but said obligation and security instrument and all the covenants and agreements thereof and the rights of the parties thereunder shall remain in full force and effect except as herein expressly modified.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this agreement on the date above written.

1/9/07  
Date

Karen Pyka  
Borrower - KAREN PYKA

Mortgage Electronic Registration Systems, Inc

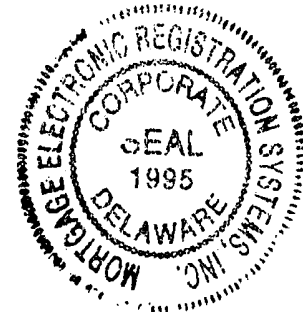
1/29/07  
Date

By:

Lender -

Raymond White

Raymond White  
Assistant Vice President



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STATE OF Illinois  
COUNTY OF COOK

On January 9, 07 before me, Marcelle R. Chenet, a Notary Public in and for said County and State, personally Appeared KAREN PYKA known to be (or proved to be on the basis of satisfactory evidence) the person(s) whose name(s) is/are subscribed to this 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.

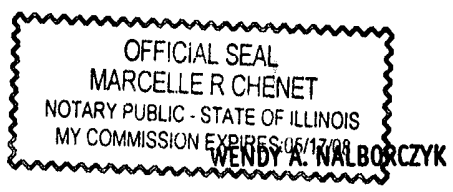
My commission Expires 05/17/08.

WITNESS my hand and official seal:

[Signature]  
Notary Signature - Black Ink Only

Marcelle R. Chenet  
Notary Name (Typed or Printed)

STATE OF MD ~~Maryland~~  
COUNTY OF Frederick ~~Frederick~~  
On 1/29/07 before me, [Signature]



Notary Public in and for said County and State, personally Appeared Raymond White, Assistant Vice President and Mortgage Electronic Registration Systems, Inc. known to be (or proved to be on the basis of satisfactory evidence) the person(s) whose name(s) is/are subscribed to this 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.

My commission Expires July 1, 2008

WITNESS my hand and official seal:

[Signature]  
Notary Signature - Black Ink Only

WENDY A. NALBORCZYK  
Notary Name (Typed or Printed)

