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Record and Return the Mortgage Services PO Box 5449 Mt. Laurel, NJ 08054-9909 Floss Gedling (Mail Stop - DC)



0712215159 Fee: \$30.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 05/02/2007 03:22 PM Pg: 1 of 4

Record as: Mortgage 3 PO Box 5 Mt. Laure Floss Gedling ..

122-028-0000

Loan # 0040756967

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), is made this 8thday of March 2007, between Lucy Aquino and Migdaia Rivera (obligor) whose address is 4440-42 W Sunnyside Unit 2, Chicago, IL 60630 and Coldwell Banker Homer Loans (Lender), whose address is 3000 Leadenhall Road, Mt. Laurel, NJ 00054, amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated February 14, 2007 and recorded on 62/24/07 Instrument + 1705733103 in the records of Cook County, and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers real estate and personal property described in the Security Instrument and defined therein as the "Property", located at is 4440-42 W Sun nyside Unit 2, Chicago, IL 60630 the real property described and being set forth as following: (See strached legal description)

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. At time of Closing, Interest Rate on said Note reflected 9.75% along with a Loan Amount of \$16,060.00, we hereby amended the rate to 8.75% and the Loan Amount to \$15,900.00.
- 2. Obligors hereby release and give up any and all claims and rights which trey may have against Coldwell Banker Homer Loans as related to the correction of the: Interest Rate and Principal and Interest Payment.
- 3. Nothing herein contained shall in any way impair the security now held for the obligations or any other security or obligations between the Obligors and Coldwell Banker Homer Loans.

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- 4. Coldwell Banker Homer Loans, failure to exercise its rights under the Agreement shall not constitute a waiver thereof.
- 5. Any part of this Agreement contrary to the law of any state having jurisdiction shall not invalidate any other part of this Agreement or any other agreement between the parties, in that state.
- 6. Nothing contained in the Agreement shall in any way impair the security now held for the indebtedness represented by the Note, or any other security or indebtedness between the obligor and Coldwell Banker Homer Loans. The Obligors agree to the modification of terms as herein above stated for themselves, their successors and assigns and their executors, administrators.
- 7. All the terms nerein and the rights, duties and remedies of the parties shall be governed by the laws of Nev Jersey.

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C
IN WITNESS WHEREOF, the parties nereto have hereunto set their hands and seals and/or caused these presents to be signed by the proper corporate officers and corporate seals affixed
hereto the day and year first written above.
Higher Surein Migdalia Rivera
Lucy Aquino /)
State of/_
State of
On this 25 day of MARCH, in the year 2007, before mc  PISTINIA BOUROWINGS personally appeared Lucy Aquino and Migdalia Rivera, personally
ORISTINIA BOUBOULINIS personally appeared Lucy Aquino and Migdalia Rivera, personally
name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the person, or
the entity upon behalf of which the person acted, executed the instrument.
Witness my hand and official seal
Signature
Notary Public

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## **UNOFFICIAL COPY**

ASSISTANT SECRETARY Director Brian E. Grzebin Nancy E Davis , 2007, Nancy E. Davis, personally came I CEP (I) FY that on \_ before me and inic person acknowledged under oath to my satisfaction, that: This person is an Assistant Secretary of Coldwell Banker Home Loans, the

Corporation named in this Agreement.

This person is the attesting witness to the signing of the Agreement by the proper (b) corporate office who is Brian E Grzebin, a Director of the corporation;

This Agreement was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of it's Board of Directors;

This person knows the proper seal of the corporation which is affixed to this (d) agreement; and

This person signed this proof to attest the truth of these facts. (e)

Signed and sworn to me∕this <u>⊬</u> day of

, 2007.

KELLY L. KESSEL NOTARY PUBLIC OF NEW JERSEY My Commission Expires September 13, 2011

## **UNOFFICIAL COPY**

PARCEL 1: UNIT NUMBER 4440-2, IN THE 4440 WEST SUNNYSIDE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 10 IN BLOCK 23 IN SUBDIVISION KNOWN AS MONTROSE, BEING A SUBDIVISION OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15 AND THE EAST 1/2 OF LOT 1 IN A SUBDIVISION OF THE NORTH 1/2 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED JUNE 8, 2006 AS DOCUMENT 0615931041; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS.

PARCEL 2. THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-\_, AS LIMITED COMMON ELEMENTS AS DELINEATED ON THE PLAT OF SURVEY RECORDED JUNE 8, 2006 AS DOCUMENT 0615931041, U. COOK COUNTY, ILLINOIS.

JDA 01/31/07 11:46:25