

Tax Parcel No.: #20-31-227-057-0000

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#13560691

Loan No. 0020675336

Fannie Mae Loan No. 651015589

**LOAN MODIFICATION AGREEMENT**

(Providing for Fixed Interest Rate)

5

Original Recorded Date: FEBRUARY 2, 2006

This Loan Modification Agreement ("Agreement"), made this 31ST day of AUGUST, 2007, between WILLIE C. DAVIS, AKA WILLIE DAVIS, A SINGLE MAN

("Borrower") and OPTION ONE MORTGAGE CORPORATION

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated JANUARY 20, 2006 and recorded in Instrument No. 0603303088, of the Official [Name of Records] Records of

COOK COUNTY, ILLINOIS

[County and State, or other Jurisdiction]

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

8238 S WOOD ST, CHICAGO, ILLINOIS 60620

[Property Address]

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

When recorded mail to: *MPG*  
First American Title Lenders Advantage  
Loss Mitigation Title Services- LMTS  
1100 Superior Ave., Ste 200  
Cleveland, OH 44115 *3714997*  
Attn: National Recordings 1120

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

1. As of **OCTOBER 1, 2007**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **128,267.34**, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance for the first year at the yearly rate of **7.000000** %, from **OCTOBER 1, 2007**, and Borrower promises to pay in monthly payments of principal and interest, the amount of \$ **868.42** beginning on **NOVEMBER 1, 2007**. During the *second* year of the loan term, interest will be charged at the yearly rate of **7.500000** % from **OCTOBER 1, 2008**, and Borrower shall pay monthly payments of principal and interest in the amount of \$ **910.30** beginning on **NOVEMBER 1, 2008**. During the *third* year of the loan term, interest will be charged at the yearly rate of **8.000000** % from **OCTOBER 1, 2009**, and Borrower shall pay monthly payments of principal and interest in the amount of \$ **952.04** beginning on **NOVEMBER 1, 2009**. During the *fourth* year of the loan term and continuing thereafter until the Maturity date (as hereinafter defined), interest will be charged at the yearly rate of **8.500000** %, from **OCTOBER 1, 2010**, and Borrower shall pay monthly payments of principal and interest in the amount of \$ **993.58** beginning on **NOVEMBER 1, 2010** and shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If **FEBRUARY 01, 2036**, (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower will make such payments at **6501 IRVINE CENTER DRIVE  
IRVINE, CALIFORNIA 92618** or at such other place as Lender may require.

3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and

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paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

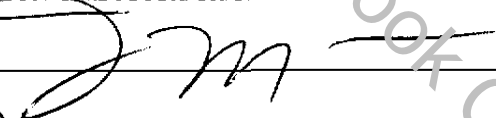
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
  6. 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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

OPTION ONE MORTGAGE CORPORATION

JIM McGRAW

-Lender

By:



Assistant Secretary

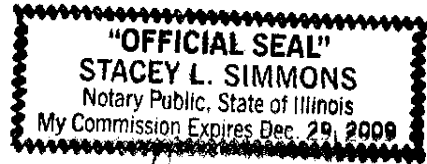


WILLIE C. DAVIS, AKA WILLIE DAVIS

-Borrower

Borrower

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[Space Below This Line for Acknowledgments]

STATE OF Illinois

COUNTY OF COOK STACEY L. SIMMONS

The foregoing instrument was acknowledged before me this 5 September 2009 by WILLIE C. DAVIS, AKA WILLIE DAVIS

Signature of Person Taking Acknowledgment ~~Willie C. Davis~~

Printed Name Willie C. Davis

Title or Rank Notary

Serial Number, if any \_\_\_\_\_

Stacey L. Simmons

### LENDER ACKNOWLEDGMENT

STATE OF California COUNTY OF Orange

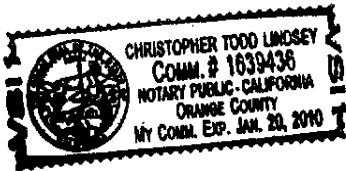
The foregoing instrument was acknowledged before me this 9-10-09 by Jim McGrath the Assistant Secretary of Option One Mortgage a California Corporation, on behalf of said entity.

Signature of Person Taking Acknowledgment Christopher Todd Lindsey

Printed Name Christopher Todd Lindsey

Title or Rank Notary

Serial Number, if any 1639436



LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
FAND# 3179STEP-5 Rev. 05-31-06

Form 3179 1/01 (rev. 8/01)  
(page 5 of 5)

THIS DOCUMENT WAS PREPARED BY:  
CYNTHIA SMITH  
OPTION ONE MORTGAGE CORPORATION  
3 ADA  
IRVINE, CALIFORNIA 92618

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## EXHIBIT "A" LEGAL DESCRIPTION

**LOTS 16 AND 17 (EXCEPT THE SOUTH 9 FEET THEREOF) IN BLOCK 16 IN BAIRD AND POWLANDS SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**PERMANENT TAX NUMBER: 20-31-227-057**

Property of Cook County Clerk's Office