

# UNOFFICIAL COPY



Doc#: 0806710009 Fee: \$44.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/07/2008 10:26 AM Pg: 1 of 5

**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, Texas 75087

[Space Above This Line For Recording Data]

Loan No.: 19003979

## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), effective this 1st day of November, 2007, between James F. Sweeney, a married man married to Dolores M. Sweeney, signing solely to waive homestead interest in the property ("Borrower/Grantor") and Deutsche Bank National Trust Company, as Trustee for Asset-Backed Pass-Through Certificates, Series 2003-W1

(Lender/Grantee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated May 9th, 2003 and recorded in Book/Liber NA, Page NA, Instrument No. 0315039063, of 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 4123 North Sacramento Avenue, Chicago, Illinois 60618

S-Y  
P-S  
M-Y  
MP.

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the real property described being set forth as follows:

LOT 34 AND THE SOUTH HALF OF LOT 35 IN BLOCK 12 IN ROSE PARK, A SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4123 N. SACRAMENTO, CHICAGO, IL 60618

PIN: 13-13-320-010

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 November 1st, 2007, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 293,056.97, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.500%, from November 1st, 2007. Borrower promises to make monthly payments of principal and interest of U.S. \$ 2,148.94, beginning on the 1st day of December, 2007, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 7.500% will remain in effect until principal and interest are paid in full. If on June 1st, 2033, (the "Maturity Date"), 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.

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 the 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 delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the 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, the 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 specified date 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 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.

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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 agreement 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. Borrower understands and agrees that:

(a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.

(b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

(c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.


(d) 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.

(e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

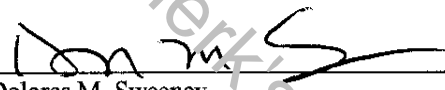
(f) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

7. This Agreement will not be binding or effective unless and until it has been signed by both Borrower and Lender.

10/16/07  
Date \_\_\_\_\_

  
James F. Sweeney (Seal)  
-Borrower

10-16-07  
Date \_\_\_\_\_

  
Dolores M. Sweeney (Seal)  
-Borrower

\_\_\_\_\_  
Date \_\_\_\_\_

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

\_\_\_\_\_  
Date \_\_\_\_\_

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

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Loan No.: 19003979

## BORROWER ACKNOWLEDGMENT

State of Illinois §

County of Cook §

On this 16<sup>th</sup> day of October, 2007, before me,  
Irma Alvarado *[name of notary]*, a Notary Public in and for said state,  
personally appeared James F. Sweeney and Dolores M. Sweeney

*[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)



*Irma R Alvarado*

Irma R Alvarado

Type or Print Name of Notary

Notary Public, State of Illinois

My Commission Expires: 10/30/10

Cook County Clerk's Office

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Loan No.: 19003979

Deutsche Bank National Trust  
Company, as Trustee for Asset-Backed -Lender  
Pass-Through Certificates, Series 2003-  
W1

1/25/08 -Date

By: Randy Reynolds  
Randy Reynolds

Its: Vice President

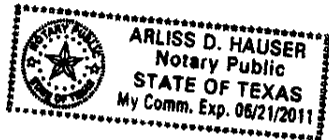
### LENDER ACKNOWLEDGMENT

State of Texas §  
County of Harris §

On this 25 day of January, 2008, before me,  
Arliss Hauser [name of notary], a Notary Public in and for said state,  
personally appeared Randy Reynolds, Vice President  
[name of officer or agent, title of officer or agent] of Deutsche Bank National Trust Company, as Trustee for  
Asset-Backed Pass-Through Certificates, Series 2003-W1

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)



Arliss Hauser  
Arliss Hauser  
Type or Print Name of Notary

Notary Public, State of Texas

My Commission Expires: 6-21-2011