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Doc#: 0818310038 Fee: \$50.25 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 07/01/2008 12:23 PM Pg: 1 of 7

When recorded mail to: ///PC
Equity Loan Services, 1r.c.
Loss Mitigation Title Services, LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44114 44//.5035
Attn: National Recordings 1120

Tax Parcel No.: 20-21-400-028-100)

[Space Above 11 is Line for Recording Data]

Loan No. 0107335671

THE BALANCE OF THIS LOAN IS PAYABLE. IN FULL AT THE END OF THE TERM OF THIS LOAN. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

LOAN MODIFICATION AGREEMENT

(Providing for Capitalization, Life of Loan Interest Rate Reduction and Balloon Payment Provisions on Adjustable Loan With Escrow)

Original Note Amount: \$225,250.00

Original Recorded Date: February 8, 2007

This Loan Modification Agreement ("Agreement"), made this 12th day of May, 2008, between Eric Norwood and Peggy Roscoe Northern ("Borrower(s)") and Citi Residential Lending Inc. ("Servicer") acting in its capacity as the agent and attorney-in-fact for the owner of the Note and Security Interest, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and applicable Rider(s), if any, dated February 1, 2007 and recorded as Instrument Number 0703905057 of Official Records of Cook County, State of 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

350 West Normal Parkway, Chicago, IL 60621

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Loan No. 0107335671

The real property described being set forth as follows:

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

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 May 1, 2008 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$232,166.48 consisting of the unpaid amount (s) loaned to Borrower(s) plus any interest and other amounts capitalized.
- 2. Delinquent interest accrued and capitalized (i.e., added to the outstanding principal balance) in the modified loan principal balance is \$1,779.75. Other charges (if any) accrued and capitalized are \$6,753.62. Delinquent interest and other charges (if any) accrued but not capitalized are \$760.88.

PRINCIPAL AND INTEREST PAYMENTS WILL BE BASED UPON A FULLY AMORTIZING 40 YEAR REPAYMENT SCHEDULE FOR THE REMAINING TERM OF THIS LOAN. THIS MEANS THAT PRINCIPAL AND INTEREST PAYMENTS MAY NOT BE SUFFICIENT TO PAYOFF THE UNFAID PRINCIPAL BALANCE IN FULL. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE.

- 3. Servicer agrees to reduce the interest rate on this login for the remaining term. Interest will be charged at this reduced rate on the newly capitalized Unpaid Principal Balance.
- 4. Borrower agrees that all payments for hazard insurance premiums, taxes, and applicable flood insurance premiums or private mortgage insurance premiums will be escrowed throughout the term of the modification and paid by borrower to the Servicer with the monthly Principal and Interest payment.
- 5. The interest rate will adjust as follows:

INTEREST CHANGE DATE	INTEREST RATE	PAYMENT DUE DATE	MONTHLY P&I	ESCROW* AMOUNT	TOTAL AMOUNT DUE	
05/01/2008	8 7.500%	06/01/2008	\$1,614.28	\$370.42	\$1,984,70*	

FINAL P&I PAYMENT DUE: \$1,614.28 DUE DATE OF THIS PAYMENT: 01-01-2037

*Borrower(s) will be notified in writing if there are any changes in the escrow payments

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If on February 1, 2037 (the "Maturity Date"), Borrower(s) still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower(s) will pay these amounts in full on the Maturity Date.

Borrower(s) will make such payments to Citi Residential Lending Inc, ATTN: Cashiering Department, First Floor, 1600 McConnor Parkway, Schaumburg, Illinois 60173-6800 or at such other place as Servicer may require.

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

If Servicer exercises this option, Servicer shall give Borrower(s) 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(s) must pay all sums secured by this Security Instrument. If Borrower(s) fails to pay these sums prior to the expiration of this period, Servicer may invoke any remedies permitted by the Security Instrument without further notice or demand on Bor ower(s).

7. If the Borrower(s) has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankrup cy and there having been no valid reaffirmation of the underlying debit, by entering into this Agreement, the Servicer is not attempting to reestablish any personal liability for the underlying debt.

If Chapter 13 bankruptcy has been filed and a Motion for Relief of Stay has been granted to Citi Residential Lending Inc, this Agreement is contingent on Trustee approval. The approval will be required with the executed, notarized Agreement and wire confirmation. Failure to provide the Trustee's approval will result in this Agreement being rescinded.

- 8. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in while 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(s) and Servicer will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
- The yearly rate of interest applicable to the Loan prior to execution of this Modification Agreement shall apply after any default under the terms of the Note, Security Instrument or this Modification Agreement.

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- 10. Effective as of the date of this Modification Agreement, the principal indebtedness evidenced by the Note and this Modification Agreement will include any amounts for escrow payments advanced by Servicer on Borrower(s)'s behalf and for delinquent interest accrued in accordance with the terms of the Note.
- 11. Except as expressly modified by this Modification Agreement, all terms of the Note and Security Instrument remain in full force and effect. By signing below, Servicer and Borrower(s) acknowledge there are no additional terms or agreements, oral or written. By this Agreement, any assumability, convertibility or balloon provision is hereby rescinded.
- 12. This Modification Agreement does not constitute a limitation or waiver of Servicer's rights to prohibit, or restrict, any future modifications requested by Borrower(s) or to enforce any rights or remedies contained in the Note and Security Instrument.
- 13. If any terms of tois Modification Agreement are deemed invalid or unenforceable, this Modification Agreement shall immediately terminate and the original terms of the Note and Security Instrument shall apply to the Loan.
- 14. By executing this Agreement, Borrower(s) waives any prior modifications, forbearance agreements or other rate reduction to which Borrower(s) may be otherwise entitled. Borrower(s) further releases and discharges Servicer from any and all claims that occurred prior to the date of this modification of any kind or nature, arising out of or related in any manner to the origination or servicing of the loan. Furthermore, Borrower(s) hereby state that they have read, understand and acknowledge that they are familiar with Section 1542 of the California Civil Code (and any similar provision of law), which section provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
- 15. By executing this Agreement, Borrower(s) asserts that this property is owner-occupied; that the Borrower(s) has the ability repay the loan under the terms of this modification; and, without this modification the Borrower(s) will suffer a hardship as a result of an increase in the payment amount under the original terms of the Note and Security Instrument.
- 16. The undersigned Borrower(s) agree if requested by Servicer, or any agent of Servicer to fully cooperate and adjust for clerical errors, any documentation connected with this Modifications deemed necessary by the Servicer and to comply with any requests of the Servicer to execute additional documentation within 30 days from the date of mailing such request.

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Loan No. 0107335671

SERVICER AND BORROWER(S) AGREE AND ACCEPT THE TERMS OF THIS MODIFICATION AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

MA LEA	5/22/08
CITI Residential Lending, Inc. Authorized Signer	Scare JE De Date
Mean	5-21-08
Borrower: Éric Norwood	Date
They tould for her	5/21/08
Borrower Peggy Roscoe Northern	' Date

Prepared By:
Tracy A. Hamirez
10801 East 6th Street, 2nd FL Ste 130
Pancho California, C.A. 91730

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CERTIFICATE OF ACKNOWLEDGMENT

Loan No. 0107335671

COMM. #1726114 m Notary Public-California 07 ORANGE COUNTY L

My comm. Expires Feb. 19, 2011

	State of Illinois)	On May 33 Albefore me, Linda Guerrero				
	1.11		(Dele) (Notary)				
	County ofCOOK	_)	personally appeared Eric Norwood and Peggy Roscoe Northern				
			Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within 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.				
	OF CALSEAU	***************************************	I certify under PENALTY OF PERJURY under the laws of the state of Illinois that the foregoing paragraph is true and correct.				
	LINDA GUERRERO Notary Public, State of Illin	ois 📱	WITNESS my hand and afficial seal.				
	My Commission Expires Oct. 25	, 2008	Trinke & while				
		0.	Signature of Notary Public				
L		$-\mathbf{c}$					
9	CERTIFICATE OF ACKNOWLEDGMENT						
-		CAL	IFORNIA ALL-PURPOSE				
	CE		TE OF ACKNOWLEDGEMENT				
			0,				
	State of California County of SAN SUNA	irdini					
C	On <u>05/27/08</u> before g ne, (Connie	Elaine Mortensen.				
P	ersonally appeared <u>DVOOK</u>	e J (E990				
aı	Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the Within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ien) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person s) act d, executed the instrument.						
I	certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and Lorice t.						
W	VITNESS my hand and official seal.						
			CONNIE ELAINE MORTENSEN				

Mul Elane Mattersen
Signature of Notary Public

(Seal)

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EXHIBIT A

BORROWER(S): ERIC NORWOOD AND PEGGY ROSCOE NORTHERN

LOAN NUMBER: 0107335671

LEGAL DESCRIPTION:

THE WLT 10 FEET OF THE EAST 52 FEET OF LOT 12 IN BLOCK 2 IN NORMAL SCHOOL SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO KNOWN AS: 350 WEST NORMAL PARKWAY, CHICAGO, IL 60621

NORWOOD 37931952

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FIRST AMERICAN ELS
MODIFICATION AGREEMENT