



Doc#: 0824234029 Fee: \$60.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/29/2008 09:02 AM Pg: 0

1 of 4

RECORDING REQUESTED BY: Countrywide Home Loans Servicing LP ¹ Attn: HOPE DEPARTMENT, PTX-A-65 7105 Corporate Dr. Plano, TX 75024	
PREPARED BY: Angela Benavides	

Loan #: 43876405

-----FOR INTERNAL USE ONLY-----

Return to:

URBAN SETTLEMENT SERVICES
EAST COMMONS PROF BLDG 6TH FL
4 ALLEGHENY CENTER
PITTSBURGH, PA 15212

LOAN MODIFICATION AGREEMENT
(Fixed Interest Rate)

126928

This Loan Modification Agreement ("Agreement"), made this 7th day of December 2007, between JOANNE J WILLIAMS, and Countrywide Home Loans Servicing LP (Lender), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the Security Instrument), dated the 27th day of February 2004 and recorded on the 27th day of February 2004 in Book No. 19-36-316-036, Page No. 3 Through 12 as Document No. 0407535218 in the Official Records of Cook County, in the 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 in the 'Property', located at 2816 W. 84TH PLACE, CHICAGO, IL 60652.

The real property described being set forth as follows:

Please See Attached Exhibit (A)

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (not withstanding anything to the contrary contained in the Note or Security Instrument):

1. As of the 1st day of February 2008, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$182,793.69 consisting of the amount(s) loaned to the 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 the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 8.000% from the 1st day of January 2008. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,390.03 beginning on the 1st day of February 2008, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the 1st day of April 2034 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.
3. The Borrower will make such payments at 450 American Street, Simi Valley, California 93065 or at such other place as the Lender may require.
4. 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 consent, the Lender may, at it's option, require immediate payment in full of all sums secured by this Security Instrument.
5. The 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, impoufids, and all other payments that the Borrower is obligated to make under the Security Instrument; however, if your original Note or Security Instrument was an Adjustable Rate, the following terms and provisions are cancelled, null, and void, as of the date specified in paragraph No.1 above:
 - (a) all terms and provisions of the original 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, wholly or partially incorporated into, or is part of, the original Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

\$ 70.25

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

As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing.

Joanne J Williams
JOANNE J WILLIAMS

Nov 30, 2007
Dated

STATE OF FL

COUNTY OF COOK

On 12/30/07 before me,

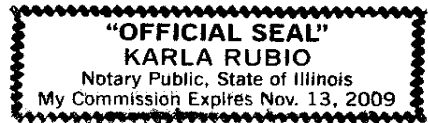
KARLA RUBIO

Notary Public, personally appeared

JOANNE J WILLIAMS

personally known to me (or 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 me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signatues (s) on the instrument the person (s), or entity upon behalf of which the person (s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature

Karla Rubio

Countrywide Home Loans Servicing LP

By: *Angie Dowles* Dated *2/12/08*

STATE OF Texas

COUNTY OF Collin

On 2/12/08 before me *Eric Paige*

Notary Public, personally appeared

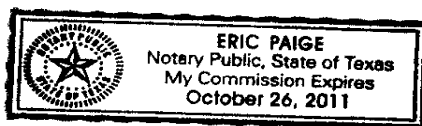
Angie Dowles

personally known to me (or 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 me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signatues (s) on the instrument the person (s), or entity upon behalf of which the person (s) acted, executed the instrument.

WITNESS my hand and official seal

Signature

Eric Paige



UNOFFICIAL COPYPREPARED BY: **Angela Benavides**Loan #: **43876405**-----**FOR INTERNAL USE ONLY**-----**MODIFICATION BANKRUPTCY DISCLOSURE RIDER**

THIS MODIFICATION BANKRUPTCY DISCLOSURE RIDER, effective the 4th day of December 2007, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by JOANNE J WILLIAMS, and Countrywide Home Loans Servicing LP (Lender), covering the Property described in the Loan Modification Agreement Located at 2816 W. 84TH PLACE, CHICAGO, IL 60652.

Borrower understands and acknowledges that if Borrower breaches any of the terms and conditions of the Loan Modification Agreement, including but not limited to timely making the payments described in the Loan Modification Agreement, that Lender has the right to foreclose the Property in accordance with the terms and conditions of the underlying Security Instruments.

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

1. Borrower was discharged in a Chapter 13 bankruptcy proceeding after the execution of the Note and Security Instruments;
2. Borrower has or reasonably expects to have the ability to make the payments specified in the Loan Modification Agreement; and
3. The Loan Modification Agreement was entered into consensually and it does not affect the discharge of Borrower's personal liability on the Note;

Borrower understands and acknowledges that Borrower has had an opportunity to consult an attorney of Borrower's own choosing before Borrower executed the Loan Modification Agreement or this Modification Bankruptcy Disclosure Rider, and Borrower has either consulted with an attorney or has declined the opportunity to consult with an attorney.

Joanne J Williams
JOANNE J WILLIAMS

Dec 30, 2007
Dated

COUNTRYWIDE HOME LOANS

Angie Dong
Dated

8/3/08

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Exhibit A

LOT 74 IN CHARLES I. CREED'S SUBDIVISION OF PART OF THE NORTH 25 CHAINS OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36 AND A RESUBDIVISION OF LOTS 1, 2 AND PART OF LOT 3 AND VACATED STREETS ADJOINING SAID LOTS IN BEVERLY PARK SUBDIVISION IN SAID SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

NOTE FOR INFORMATION:

CKA: 2816 W. 84TH PL., CHICAGO, IL 60652

PIN# 19-36-316-036

Property of Cook County Clerk's Office