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Doc#: 0825629012 Fee: \$52.25
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/12/2008 10:22 AM Pg: 1 of 8



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, TX 75087

Freddie Mac Loan No.: 764494570
Loan No.: 0014731574

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED.

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective June 1st, 2008, between Michael Muhr and Tina M. Muhr ("Borrower/Grantor") and Dovenmuehle Mortgage, Inc. ("Lender/Grantee").

whose address is 1 Corporate Drive, Suite 360, Lake Zurich, Illinois 60047 and amends and supplements (1) the Note (the "Note") made by the Borrower, dated May 13th, 2003, in the original principal sum of U.S. \$ 165,000.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on July 2, 2003, in Book/Liber N/A, Page N/A, Instrument No. 0318332118, Official Records of Cook County, Illinois. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at 7709 W 65th Place, Bedford Park, Illinois 60501

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That real property is described as follows:

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

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower is, is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$ 5,925.79 ✓, have been added to the indebtedness under the terms of the Note and Security Instrument. As of June 1st, 2008, the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 131,321.23 ✓.
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.750 ✓ %, beginning June 1st, 2008. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 685.03 ✓, beginning on the 1st day of July, 2008 and continuing thereafter on the same day of each succeeding month. If on June 1st, 2038 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at Dovenmuehle Mortgage, Inc., 1 Corporate Drive, Suite 360, Lake Zurich, Illinois 60047 or at such place as the Lender may require.

4. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and 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 the Borrower is obligated to make under the Security Instrument.

5. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

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Freddie Mac Loan No.: 764494570
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6. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification. [Check applicable box(es)]

- 1-4 Family Rider - Assignment of Rents
- Modification Due on Transfer Rider
- Bankruptcy Rider
- Other Rider

[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

Date 6-27-08 Michael Muhr (Seal)
-Borrower

Date 6-27-08 Tina M. Muhr (Seal)
-Borrower

Date _____ (Seal)
-Borrower

Date _____ (Seal)
-Borrower

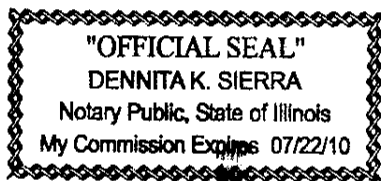
BORROWER ACKNOWLEDGMENT

State of Illinois §
County of Cook §

On this 27th day of June, 2008, before me,
Dennita Sierra [name of notary], a Notary Public in and for said state,
personally appeared Michael Muhr and Tina M. Muhr

[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)



Dennita Sierra
Dennita Sierra
Type or Print Name of Notary
Notary Public, State of Illinois
My Commission Expires: 7/22/10

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Freddie Mac Loan No.: 764494570
Loan No.: 0014731574

Dovenmuehle Mortgage, Inc.
-Lender

August 8, 2008
-Date

By: _____

Its: *Mary Przybyla*

MARY PRZYBYLA
VICE PRESIDENT

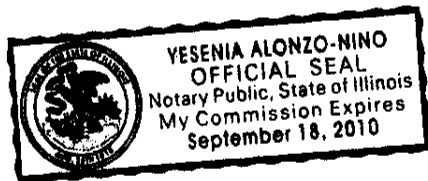
LENDER ACKNOWLEDGMENT

State of Illinois
County of Lake

On this 8 day of August, 2008, before me,
YESENIA ALONZO-NINO [name of notary], a Notary Public in and for said state,
personally appeared Mary Przybyla
[name of officer or agent, title of officer or agent] of Dovenmuehle Mortgage, Inc.
Vice President

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)



Yesenia Alonzo-Nino

YESENIA ALONZO-NINO
Type or Print Name of Notary

Notary Public, State of Illinois
My Commission Expires: 9/18/10

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Loan No.: 0014731574

EXHIBIT "A"

LOT 107 AND THE EAST 17.5 FEET OF LOT 106 IN BEDFORD PARK, A SUBDIVISION OF THAT PART OF THE SOUTH 1544 FEET OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH 50 FEET THEREOF, WEST OF THE WEST LINE OF A STRIP OF LAND 70 FEET IN WIDTH LYING WEST AND ADJOINING THE RIGHT OF WAY OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD AND EAST OF THE CENTER LINE OF ARCHER AVENUE, IN COOK COUNTY, ILLINOIS

PIN: 18-24-111-042-0000

Property of Cook County Clerk's Office

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MODIFICATION DUE ON TRANSFER RIDER

Freddie Mac Loan No.: 764494570
Loan No.: 0014731574

THIS MODIFICATION DUE ON TRANSFER RIDER, effective the 1st day of June, 2008 and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Michael Muhr and Tina M. Muhr

(the "Borrower")

and Dovenmuhle Mortgage, Inc.

(the "Lender")

covering the Property described in the Loan Modification Agreement located at: 7709 W 65th Place, Bedford Park, Illinois 60501

[Property Address]

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

A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, as its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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.

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Freddie Mac Loan No.: 764494570
Loan No.: 0014731574

B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

6-27-08
Date _____ (Seal)
Michael Muhr -Borrower

6-27-08
Date _____ (Seal)
Tina M. Muhr -Borrower

Date _____ (Seal)
-Borrower

Date _____ (Seal)
-Borrower


Property of Cook County Clerk's Office

UNOFFICIAL COPY

Freddie Mac Loan No.: 764494570
Loan No.: 0014731574

Dovenmuehle Mortgage, Inc.
-Lender

August 8, 2008
-Date

By: 
Its: MARY PRZYBYLA
VICE PRESIDENT

MULTISTATE MODIFICATION DUE ON TRANSFER RIDER
FHLMC UNIFORM INSTRUMENT

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(Modified)

Property of Cook County Clerk's Office