

Doc#: 0829504092 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/21/2008 02:32 PM Pg: 1 of 3

When recorded mail to:
Equity Loan Services, Inc.
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44114
Attn: National Recordings 1120

note
4620740

Loan #: 141656100

Account # 13-22-313-023000

FOR INTERNAL USE ONLY

39077412

PREPARED BY
YOLANDA ABBOTT
400 COUNTRYWIDE WAY
SIMI VALLEY CA
93065

LOAN MODIFICATION AGREEMENT

(Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 9th day of July 2008, between ELLEN STEFANITS, 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 23rd day of August 2006 and recorded on the 14th day of September 2006 in Book No. None, Page No. None as Document No. 0625740076 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 3340 N Kilpatrick Ave, Chicago, IL 60641. *original principal \$ 203,000*

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):

S-W
P-3
M-Y
AD

- As of the 1st day of September 2008, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$234,641.55 consisting of the amount(s) loaned to the borrower by Lender and any interest capitalized to date.
- 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 5.250% from the 1st day of August 2008. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,188.16 beginning on the 1st day of September 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 September 2046 (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.
- The Borrower will make such payments at 450 American Street, Simi Valley, California 93065 or at such other place as the Lender may require.
- 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.
- 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, impounds, 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:
 - 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
 - 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.

COPY

UNOFFICIAL COPY

- 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.
- 7. In consideration of this Modification, Borrower agrees that if any document related to the Security Instrument, Note and/or Modification is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan, or is otherwise missing upon the request of the Lender, Borrower(s) will comply with Lender's request to execute acknowledgment, initial and deliver to Lender any documentation Lender deems necessary to replace or correct the lost misplaced, misstated, inaccurate or otherwise missing document(s). If the original promissory note is replaced the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents Lender requests of borrower(s) shall be referred to as Documents. Borrower agrees to deliver the Documents within ten (10) days after receipt by Borrower(s) of a written request for such replacement.

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

Ellen Stefanits 07/22/08
 ELLEN STEFANITS Dated

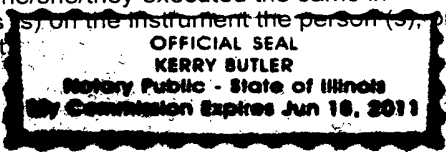
STATE OF ILLINOIS

COUNTY OF COOK

On 7/22/08 before me, KERRY BUTLER

Notary Public, personally appeared ELLEN STEFANITS

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 signatures (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 Kerry Butler

Countrywide Home Loans Servicing LP

By: [Signature] Dated 07/25/08

STATE OF TEXAS

COUNTY OF COLLIN

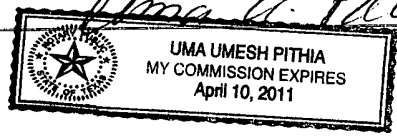
On 7/25/08 before me UMA U PITHIA

Notary Public, personally appeared Mercy Wakibia

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 signatures (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 Uma U Pithia



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ALTA COMMITMENT
Schedule B - Exceptions Cont.
File Number: TM216551
Assoc. File No: 4890001

STEWART TITLE

GUARANTY COMPANY
HEREIN CALLED THE COMPANY

COMMITMENT - LEGAL DESCRIPTION

THE SOUTH 8 1/3 FEET OF LOT 31 AND ALL OF LOT 32 IN BOCK 9 IN WOODBURY'S ADDITION TO IRVING PARK BEING A SUBDIVISION OF THE EAST 20 ACRES OF THE SOUTH 40 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

 **STEFANITS**

39077412

IL

**FIRST AMERICAN ELS
MODIFICATION AGREEMENT**



Property of Cook County Clerk's Office

**STEWART TITLE GUARANTY
COMPANY**