

# UNOFFICIAL COPY



Doc#: 0831119036 Fee: \$46.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/08/2008 11:43 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.: 14706626

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), effective this 1st day of May, 2008, between Judy Brown, as her sole and separate property

( "Borrower/Grantor" )  
and The Bank of New York Trust Company, N.A. as successor to JPMorgan Chase Bank N.A. as Trustee, Residential Funding Company, LLC fka Residential Funding Corporation, Attorney-in-Fact by: Litton Loan Servicing LP as its attorney-in-fact

( "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 December 6th, 2004 and recorded in Book/Liber N/A, Page N/A, Instrument No. 0434920157, 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 7950 S. Yale Ave., Chicago, Illinois 60620

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the real property described being set forth as follows:

LAND IN THE CITY OF CHICAGO, COOK, ILLINOIS, DESCRIBED AS FOLLOWS:

LOT 26 IN BLOCK 2 IN FREDERICK H. BARTLETT'S STEWART AVENUE SUBDIVISION OF THE NORTH 25 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN(S): 20-33-202-031-0000

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 May 1st, 2008, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 137,884.67, 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 7.000 %, from May 1st, 2008. Borrower promises to make monthly payments of principal and interest of U.S. \$ 952.37, beginning on the 1st day of June, 2008, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 7.000 % will remain in effect until principal and interest are paid in full. If on January 1st, 2035, (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.

June 9, 2008  
Date

Judy Brown  
Judy Brown (Seal)  
-Borrower

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

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Loan No.: 14706626

## BORROWER ACKNOWLEDGMENT

State of Illinois §

County of Cook §

On this 9th day of June, 2008, before me,  
EARNESTINE PATTERSON [name of notary], a Notary Public in and for said state,  
personally appeared Judy Brown

[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.



Earnestine Patterson  
Earnestine Patterson  
Type or Print Name of Notary  
Notary Public, State of Ill  
My Commission Expires: 01/07/2009

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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The Bank of New York Trust Company,  
N.A. as successor to JPMorgan Chase -Lender  
Bank N.A. as Trustee, Residential  
Funding Company, LLC fka Residential  
Funding Corporation, Attorney- in -Fact  
by: Litton Loan Servicing LP as its  
attorney-in-fact

July 28, 2008 -Date

By: *Matthew Martin*  
MATTHEW MARTIN  
Its: VICE PRESIDENT

### LENDER ACKNOWLEDGMENT

State of Texas §  
County of Harris §

On this 28 day of July, 2008, before me,  
ARLISS HAUSER [name of notary], a Notary Public in and for said state,  
personally appeared Matthew Martin, VICE PRESIDENT  
[name of officer or agent, title of officer or agent] of The Bank of New York Trust Company, N.A. as successor to  
JPMorgan Chase Bank N.A. as Trustee, Residential Funding Company, LLC fka Residential Funding Corporation,  
Attorney- in -Fact by: Litton Loan Servicing LP as its attorney-in-fact

[name of entity]  
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)

*Arliiss Hauser*

**ARLISS HAUSER**

Type or Print Name of Notary

Notary Public, State of Texas

My Commission Expires: JUN 21 2011

