

This instrument was prepared by:  
**RAMONA ABAD**  
**EMC MORTGAGE INC**  
**800 STATE HIGHWAY, 121 BYPASS**  
**LEWISVILLE, TEXAS 75067**

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

[Space Above This Line For Recording Data]

Original Recorded Date: **OCTOBER 12, 2006** Freddie Mac Loan No. **331734915**  
Original Principal Amount: \$ **172,000.00** Loan No. **0015964760**

**LOAN MODIFICATION AGREEMENT**  
**(To a Fixed Interest Rate)**

**IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED**

This Loan Modification Agreement (the "Agreement"), made and effective this **9TH** day of **OCTOBER, 2008**, between **EMC MORTGAGE CORPORATION**

("Lender")

and **RAMON RODRIGUEZ, A MARRIED MAN**

("Borrower"),

modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated **SEPTEMBER 29, 2006**, in the original principal sum of U.S. \$ **172,000.00** and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded in **Instrument No. 0628546076**, of the **Official** Records of **COOK COUNTY, ILLINOIS**

[Name of Records] [County and State, or other jurisdiction]

Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

**16403 CRAIG DRIVE, OAK FOREST, ILLINOIS 60452**

[Property Address]

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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, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. Current Balance. As of **NOVEMBER 1, 2008**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **183,200.54**.
2. Interest Rate. 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 **4.250** %, beginning **NOVEMBER 1, 2008**, both before and after any default described in the Note. The yearly rate of **4.250** % will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. \$ **794.40**, beginning on the **1ST** day of **DECEMBER, 2008**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 01, 2048**, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. Place of Payment. Borrower must make the monthly payments at **P.O. BOX 660753  
DALLAS, TEXAS 75266-0753** or such other place as Lender may require.
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.

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6. Property Transfer. 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 given in accordance with Section 15 of the Security Instrument, 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 this Security Instrument without further notice or demand of Borrower.

7. Compliance with Covenants. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, 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.
8. **This Agreement modifies an obligation secured by an existing security instrument recorded in COOK County, ILLINOIS, upon which all recordation taxes have been paid. As of the date of this Agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$ 169,424.98. The principal balance secured by the existing security instrument as a result of this Agreement is \$ 183,200.54, which amount represents the excess of the unpaid principal balance of this original obligation.**

(Acknowledgments on following page)

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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 where otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

In Witness Whereof, Lender and Borrower have executed this Agreement.

**EMC MORTGAGE CORPORATION**

*Peter Appolonia*  
 \_\_\_\_\_  
 Name: **PETER APPOLONIA** - Lender  
 Its: **VICE PRESIDENT**

*Ramon Rodriguez*  
 \_\_\_\_\_  
**RAMON RODRIGUEZ** - Borrower

\_\_\_\_\_  
 - Borrower

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 - Borrower

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 - Borrower

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 - Borrower

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 - Borrower

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[Space Below This Line for Acknowledgments]

### BORROWER ACKNOWLEDGMENT

State of ILLINOIS

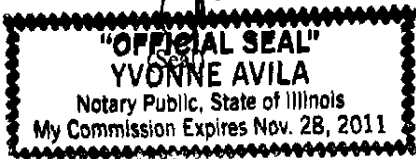
County of COOK

This instrument was acknowledged before me on Oct. 24, 2008 (date) by

RAMON RODRIGUEZ

[Signature]  
(name/s of person/s).

Yvonne Avila (Signature of Notary Public)

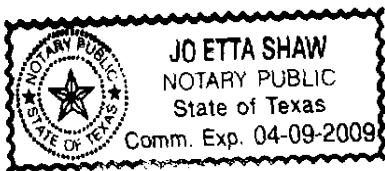


### LENDER ACKNOWLEDGMENT

STATE OF Texas COUNTY OF Collin

The foregoing instrument was acknowledged before me this 30<sup>th</sup> October, 2008 by PETER APPOLONIA, the VICE PRESIDENT of EMC Mortgage a Corporation, on behalf of said entity.

Signature of Person Taking Acknowledgment [Signature]  
Printed Name Jo Etta Shaw  
Title or Rank Supervisor  
Serial Number, if any \_\_\_\_\_



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## EXHIBIT A

**BORROWER(S):** RAMON RODRIGUEZ

**LOAN NUMBER:** 0015964760

**LEGAL DESCRIPTION:**

LOT 81 IN FIELD CREST SECOND ADDITION, A RESUBDIVISION OF LOTS 1 TO 44, INCLUSIVE, IN BLOCK 10, LOT 1, 28, 29 AND 30 IN BLOCK 12, LOT 1, 29 AND 30 IN BLOCK 13 AND LOTS 1, 32 33 AND 34 IN BLOCK 14, IN WILLOWICK ESTATES, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID FIELD CREST SECOND ADDITION REGISTERED AS DOCUMENT NUMBER 2001563, IN COOK COUNTY, ILLINOIS.

**ALSO KNOWN AS:** 16403 CRAIG DRIVE, OAK FOREST, ILLINOIS 60452

RODRIGUEZ  
39296647  
FIRST AMERICAN ELS  
MODIFICATION AGREEMENT  
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