Doc#: 0832215053 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 11/17/2009 01/40 PM

Date: 11/17/2008 01:42 PM Pg: 1 of 5

--(Space Above Line For Recording)---

When Recorded Mail To: Safeguard Properties, inc. 650 Safeguard Plaza Brooklyn Heights, Ohio 44131 ATTN: Mr. Eric Solowitch

This multi-state instrument was completed by:

Litton Loan Servicing LP c/o Safeguard Properties, Inc., Agent, Eric S. Solowitch, Title Director 650 Safeguard Plaza Brooklyn Heights, Ohio 44131

Litton Loan No. 14868582 Investor Loan No: 0035285501 Original Loan Amount: \$268,200.00

LOAN MODIFICATION OF MORTGAGE AGREEMENT

Solvin C

This Loan Modification Agreement ("Agreement"), made this <u>25th</u> day of <u>April, 2 08</u>, between <u>Karen R. Curry, Single</u>, ("Borrower") and Deutsche Bank National Trust Company, Trust en for Asset-Backed Pass-Through Certificates Series 2002-AR1, ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt ("the Security Instrument") dated <u>April 15, 1002</u> and recorded as Document Number <u>0020473485</u> of the <u>Official Records of Cook County, Illinois</u> (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

32 SUNDANCE MATTESON, ILLINOIS 60443

(Property Address)

The real property described being set forth as follows:

See Legal Description Addended Hereto and Made a Part Hereof By Reference

5-4 9-5 MNU HT

0832215053 Page: 2 of 5

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Parcel No.: 31-15-209-019-0-0000

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):

- I. As of <u>April 1, 2008</u>, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. <u>\$264,552.34</u> consisting of the amount(s) loaned to the Borrower by the 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 at the annual interest rate (which will change if applicable) and pay monthly payments of principal and interest in U.S. dollars ("P&I") in accordance with "ine following schedule.

INTEREST CHANGE

INTEREST RATE

PAYMENT DUE DATE

MONTHLY P&I PAYMENT

DATE **04/01/2008**

8.000%

05/01/2008

\$2,066.64

MONTHLY PAYMENTS VILL REMAIN FIXED AT <u>8.000</u>% FROM <u>05/01/2008</u> FOR THE REMAINING TERM OF THE LOAN.

If on May 1, 2032 ("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:

4828 Loop Central Drive Houston, Texas 77081

or at such other places as the Lender may require

3. 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 written consent, the Lender may, at its option, require payment in it of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

- 4. 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, the following terms and provisions are forever canceled, null and void, as of the date specified 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: 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 Note or Security Instrument and that contains any such items and provisions as those referred to in (a) above.

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5. 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 of the terms and provisions thereof as amended by this Agreement.

5/12/08

Date

Karen R. Curr

STATE OF ILLINOIS

COUNTY OF

Executed before me on this day of 1/2 (2008, by Karen R. Curry, pursuant to Section 765 ILCS 5/20(1) of the Illinois Compiled Statutes Annotated, represented to me to be said person.

My Commission Expires:

06-14-2010

TRACEY R. MARSHBANKS
OFFICIAL GEAL
Notary Public, State of Illinois
My Commission Expires
June 14, 2010

Document Preparation: Fannie Mae Multi-state Instrument Standard Loan Modification Agreement Form 3179

0832215053 Page: 4 of 5

Deutsche Bank National Trust Company, Trustee,

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JUN 0 2 2008 (Seal) Date Print Name: RANDY REYNOLDS Litton Loan Servicing LP Attorney-In-Fact STATE OF **COUNTY OF** JUN 02 2008 ARLISS HAUSER before me Date Notary RAND PREYNALDS personally appeared Signer(s Personally known to me -OR-Proved to me on the basis of satisfactory evidence to be the person(s) :::hcse name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the inchument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument. RLISS D. HAUSER Notary Public STATE OF TEXAS Comm. Exp. 06/21/2011 JUN 2 1 2011

My Commission Expires:

After Recording Return To: Safeguard Properties, Incorporated 650 Safeguard Plaza Brooklyn Heights, Ohio 44131 Attention: Mr. Eric S. Solowitch

0832215053 Page: 5 of 5

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Attention: Mr. Eric S. Solowitch

LEGAL DESCRIPTION

Lot Number 49

Subdivision: CEDARC

Section-Township 15 35-13

County: Cook State: Illinois

