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After Recording Return To:
Chase Home Finance, LLC
3415 Vision Drive
Columbus, Ohio 43219



Doc#: 0833103075 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/26/2008 02:28 PM Pg: 1 of 6

Return to:
Equity Loan Services, Inc.
1100 Superior Avenue, Suite 200
Cleveland, Ohio 44114
Attn: National Recording
Term 3

39329724

(Space above for Recording Data)

LOAN NUMBER: 0024189607
D26

LOAN MODIFICATION AGREEMENT

This Modification Agreement ("Agreement"), is made as of **November 1, 2008** by and between **Alfonso Cerna, Yesenia Cerna** ("Borrower") and **Chase Home Finance LLC**, ("Lender") as holder, or as the authorized Servicer for the current holder, of a Loan (the "Loan") evidenced by that certain Promissory Note, including any riders attached hereto, (the "Note") dated **January 26, 2007**, in the original principal amount of **\$392,400.00**, and secured by a lien (the "Mortgage"), dated the same as Note and Recorded as **Instrument No. 0706054035** of the **Official Records of Cook County, Illinois** on that certain property commonly known as **14747 Maplecreek Drive, Orland Park, IL 60467** (the "Property") and legally described as: **Husband and Wife**

LOT 143 IN PINEWOOD P.U.D. UNIT 5, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Reel Number: 27-07-310-006-0000

Whereas, at Borrower's request, Lender has agreed to modify the terms of the Note.

Now, therefore, in consideration of the premises and the parties' mutual agreement herein, the parties agree:

- 1. Modifications.** The Note will be modified as set forth below upon timely execution of this Agreement by the Borrower, delivery of this Agreement to Lender and satisfaction of all other conditions communicated by Lender to Borrower in writing.

Effective **November 1, 2008**, the unpaid principal balance of the Loan will be increased/decreased from **\$392,282.24** to **\$417,301.81**.

SY
PG
MND
RBY

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Effective **November 1, 2008**, the monthly payment will no longer be interest only. Effective this date, the monthly principal and interest payment will be **\$2,457.17** for the period from **November 1, 2008 to October 1, 2013**. Then it will adjust to **\$2,600.29** beginning **November 1, 2013**, through the maturity date of the loan. The principal and interest payment does not include any amount for the payment of taxes and/or insurance.

Effective **October 1, 2008**, the interest rate will be **5.6250%** for the period from **October 1, 2008 to October 1, 2013**. Then it will adjust to **6.2500%** from **October 1, 2013** to the maturity of the loan.

2. **Release and Waiver of Claims.** In consideration of Lender's agreement to enter into this Agreement, Borrower releases Lender (and the holder of the Note if other than Lender) from any and all claims, demands and causes of action of any nature, whether known or unknown, arising out of , connected with or incidental to the Loan.
3. **Conditions.** The modification(s) of Section 1 are subject to the following representations of the Borrower:

Borrower agrees to execute such other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement.

Borrower represents and warrants that other than the Mortgage, the Property is not subject to any liens or encumbrances except for liens previously disclosed to Lender.

Borrower represents that it is the owner of the Property and that it has not sold or otherwise transferred an interest in the Property to any other person or entity.

4. **Other Provisions Unmodified.** Except as expressly modified by the terms of this Agreement, the rights and obligations of parties under the Note and Mortgage shall remain unmodified and in full force and effect.

If, since the inception of the Loan and prior to the date of the Agreement, Borrower received a discharge in bankruptcy without reaffirming the underlying debt, Lender is not attempting to reestablish any personal liability for the loan.

[Signatures continue on following pages]

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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BY SIGNING BELOW, Borrower accepts, acknowledges, and agrees to the terms, conditions, and covenants contained herein.

BORROWER:

[Signature]
Alfonso Cerna

[Signature]
Yessenia Cerna

Witnesses as to all signatures:

Alfonso Cerna
ALFONSO CERNA
(printed witness name)

Yessenia Cerna
YESSANIA CERNA
(printed witness name)

ACKNOWLEDGEMENT(S) OF BORROWERS

STATE OF Illinois
COUNTY OF Will

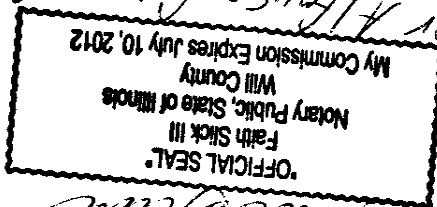
Before me, a Notary Public, in and for said County, personally appeared the above named **Alfonso Cerna** and **Yessenia Cerna** who, being personally known to me acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at HOMER EKEN, this 15th day of SEPTEMBER, 2008.

My commission expires: 1/20/10

Notary Public

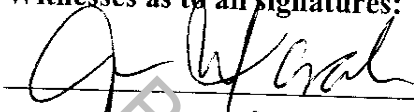
JULIA C. MARTIN



for
Yessenia
Cerna
ONLY
(DL # C650.
9607-2853)

UNOFFICIAL COPY**LENDER:****Chase Home Finance LLC**By: Carme Stone

(Vice President)

Witnesses as to all signatures:Juan Morales

(printed witness name)

Erika Ortega

(printed witness name)

ACKNOWLEDGEMENT OF LENDERSTATE OF CALIFORNIA
COUNTY OF SAN DIEGOOn _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who provided 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 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 instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

See Attached Acknowledgement

WITNESS my hand and the official seal.

Signature _____ (Seal)

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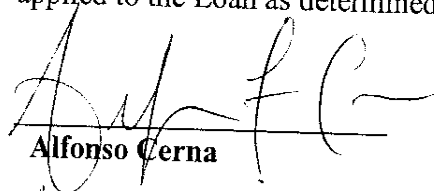
DOCUMENT CORRECTION AGREEMENT ("Agreement")

Loan No. 0024189607 (the "Loan")

AGREEMENT TO CORRECT MISSTATED DOCUMENTS AND TO PROVIDE ADDITIONAL DOCUMENTATION OR FEES: In consideration of Chase Home Finance LLC ("Chase") modifying the Loan (the "Modification") as requested by the undersigned ("Borrower"), and regardless of the reason for any loss, misplacement, or inaccuracy in the modification agreement or any other document prepared in connection with the Modification, Borrower agrees as follows: if any document is lost, misplaced, misstated or inaccurately reflects the true and correct terms and conditions of the Modification, upon request of Chase, Borrower will comply with Chase's request to execute, acknowledge, and deliver to Chase any documentation ("Replacement Documents") Chase deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s). Borrower agrees to deliver the Replacement Documents within ten (10) days after receipt by Borrower of a written request for such replacement. Borrower also agrees that upon request Borrower will pay to Chase any additional sum ("Fee") previously disclosed to Borrower as a cost or fee associated with the Modification, which, for whatever reason, was not previously collected.

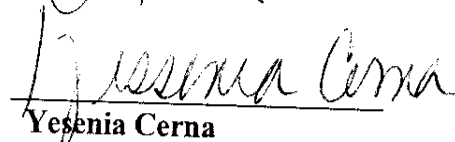
REQUEST BY CHASE: Any request under this Agreement made by Chase, (including assignees and persons acting on behalf of Chase), shall be prima facie evidence of the necessity for same. A written statement addressed to Borrower, first class postage prepaid, at the mailing address indicated in Chase's records shall be considered conclusive evidence of receipt by Borrower of the request for Replacement Documents.

BORROWER LIABILITY: If Borrower fails or refuses to execute, acknowledge, and deliver the Replacement Documents or Fee to Chase more than (10) days after being requested to do so by Chase, Borrower shall be liable for any and all loss or damage which Chase reasonably sustains thereby, including, but not limited to all reasonable attorneys' fees and costs incurred by Chase. In addition, Chase may elect to declare the Modification null and void in which case the Loan shall be payable at the rate and on the terms as existed prior to the Modification. Any funds received by Chase in conjunction with the Modification shall be retained by Chase and applied to the Loan as determined by Chase in its discretion.


Alfonso Cerna

Date:

9/12/08


Yesenia Cerna

Date:

9/12/08

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ACKNOWLEDGMENT

State of California
County of San Diego } ss.

On October 21, 2008 before me, Laura C. Jones, Notary Public, personally appeared

CARRIE STONE

,who 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 to 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 the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Laura C. Jones
Signature LAURA C. JONES



OPTIONAL INFORMATION

Date of Document _____

Type or Title of Document _____

Number of Pages in Document _____

Document in a Foreign Language _____

Type of Satisfactory Evidence:

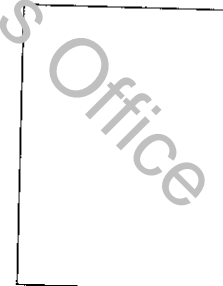
- ☐ Personally Known with Paper Identification
☒ Paper Identification
☐ Credible Witness(es)

Capacity of Signer:

- ☐ Trustee
☐ Power of Attorney
☐ CEO / CFO / COO
☐ President / Vice-President / Secretary / Treasurer
☐ Other: _____

Thumbprint of Signer

Modification Agreement



☐ Check here if no thumbprint or fingerprint is available.

Other Information: _____