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Doc#: 0835119006 Fee: \$46.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/16/2008 09:17 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, TX 75087

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No.: 0040008914

MERS No.: 1002293-3000021889-5

MERS Phone: 1-888-679-6377

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), is made September 15th, 2008, between Jorge L. Silva, unmarried ("Borrower") and Aurora Loan Services, LLC ("Lender"),

and Mortgage Electronic Registration Systems, Inc. ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated January 16th, 2007, granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded on January 24th, 2007, in Book/Liber N/A, Page N/A, Instrument No. 0702442053, Official Records of Cook County, Illinois, and (2) the Note made in the amount of U.S. \$ 349,900.00, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in said Security Instrument and defined therein as the "Property," located at 3139 N Richmond St., Chicago, Illinois 60618

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That real property is described as follows:

LOT 46 IN BLOCK 4 IN S E GROSS NORTHWEST ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/2 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX NUMBER: 13-25-109-002-0000

In consideration of 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 October 1st, 2008, the amount payable under the Note and the Security Instrument is \$ 349,900.00 ("Unpaid Principal Balance"). The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses in the total amount of \$ 57,436.84 have been added to the indebtedness under the terms of the Note and Security Instrument and the loan reamortized over 466 months. When payments resume on November 1st, 2008, the New Unpaid principal Balance will be \$ 407,386.84.

2. The Borrower(s) promise to pay the Unpaid Principal Balance, plus the interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual rate of 5.500% from October 1st, 2008, and Borrower(s) promise to pay monthly payments of principal and interest in the amount of \$ 2,118.73 (this figure does not include tax and insurance amounts), beginning, November 1st, 2008 and on the same day of each month thereafter until the entire amount due and payable under the terms of the Note, Security Instrument and this Agreement are paid in full. If on August 1st, 2047, ("Maturity Date"), Borrower(s) still owe amounts under the Note, Security Instrument or this Agreement, the Borrower(s) shall pay these amounts in full on the Maturity Date.

The Borrower will make such payments at Aurora Loan Services, LLC, 10350 Park Meadows Drive, Littleton, Colorado 80124 or at such place as the Lender may require.

3. If all or any part of the Property or any interest therein is sold or transferred without Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums due under the Note, Security Instrument and this Agreement.

If Lender exercises this option, the Lender shall give the Borrower(s) notice of acceleration. The notice shall provide a period of not less than thirty days from the date the notice is delivered or mailed within which the Borrower(s) must pay all sums due under the Note, Security Instrument and this Agreement. If Borrower(s) fail to pay these sums prior to the expiration of this period, the Lender and mortgagee may invoke any remedies permitted by the Note, Security Instrument and /or this Agreement without further notice or demand on the Borrower(s).

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4. Borrower(s) will also comply with all other covenants, agreements, terms, conditions, and requirements of the Note and Security Instrument, including, without limitation, the Borrower's agreement to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower(s) are obligated to pay under the terms of the Note and Security Instrument, however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph one above.

(a) All terms and provisions of the Note and Security Instrument (if any) providing for 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 or wholly or partially incorporated into, or is a part of, the Note or Security Instrument and that contains any such terms or provision as those referred to in (a) above.

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/or Security Instrument. Except as expressly provided in this Agreement, the Note and Security Instrument will remain unchanged and the Borrower, Lender and mortgagee will be bound by, and comply with, all of the terms and provisions of the instruments, as amended by this Agreement.

 _____ Jorge A. Silva	_____ (Seal) -Borrower	_____ (Seal) -Borrower
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_____ (Seal) -Borrower	_____ (Seal) -Borrower
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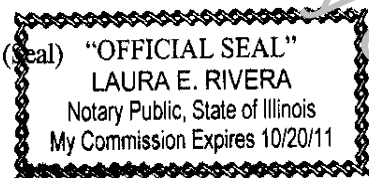
Loan No.: 0040008914

BORROWER ACKNOWLEDGMENT

State of Illinois §
County of Cook §

On this 20th day of Sept, 2008, before me,
Laura E. Rivera *[name of notary]*, a Notary Public in and for said state,
personally appeared Jorge L. Silva

[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.



Laura E. Rivera Notary Signature
Laura E. Rivera
Type or Print Name of Notary
Notary Public, State of Ill.
My Commission Expires: 10-20-11

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Loan No.: 0040008914

9/30/08

9/30/08

-Date

-Date

Aurora Loan Services, LLC

-Lender

Mortgage Electronic Registration Systems, Inc.

-Mortgagee

By: Angela Martinez

Printed/Typed Name: Angela Martinez

Its: Assistant Secretary

By: Cathy Jarboe

Printed/Typed Name: Cathy Jarboe

Its: Assistant Secretary

(Corporate Seal)



(Corporate Seal)

LENDER/MORTGAGEE ACKNOWLEDGMENT

State of Indiana

§

County of Marion

§

§

On this 30 day of September, 2008, before me, Francisco J. Nieves [name of notary], a Notary Public in and for said state, personally appeared Angela Martinez of Aurora Loan Services, LLC

and Cathy Jarboe, Lender, Assistant Secretary of Mortgage Electronic Registration Systems, Inc., Mortgagee, personally 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)

Francisco J Nieves
Notary Public
Seal

State of Indiana
My Commission Expires 08/19/2016

Francisco J. Nieves

Notary Signature

Francisco J. Nieves

Type or Print Name of Notary

Notary Public, State of Indiana

My Commission Expires: 8/19/2016