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Doc#: 0836629000 Fee: \$50.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/31/2008 10:09 AM Pg: 1 of 7

This instrument was prepared by:
Katrina R. Smith
Cartus Home Loans
5201 Gate Parkway Jacksonville, FL 32256

Record and Return to:
Cartus Home Loans
(877) 766-8244
2001 Bishops Gate Boulevard
Mount Laurel, NJ 08054
Mailstop: DC
Loan Number: 0051690600
Parcel Identifier: 15-34-402-001-0000
MIN 100020000516906010

ORIGINAL

MODIFICATION AGREEMENT

This **MODIFICATION AGREEMENT** (this "Agreement") is entered into this **November 21st, 2008**, by and between **Andrew J Caputo, Allison K Caputo**, who reside at **3507 OAK AVENUE BROOKFIELD, IL 60513** (herein individually and collectively referred to as "Borrower"), and **Cartus Home Loans, a Corporation** (herein referred to as "Lender").

WHEREAS, Lender is the owner and holder of that certain mortgage or deed of trust (the "Security Instrument"), dated **April 15, 2008**, made by Borrower as trustor or mortgagor, as the case may be, to Lender as beneficiary or mortgagee, as the case may be, recorded on 4/24/08 in Doc.# 0811511106, if applicable, of the Public/Land Records of **COOK COUNTY**, state of **IL**, securing a debt evidenced by a promissory note (the "Note") dated **April 15, 2008**, which Security Instrument encumbers the property more particularly described in the attached Exhibit B; and **

WHEREAS, the Borrower, being the owner in fee simple of all of the property encumbered by the Security Instrument, has requested that Lender modify the Note and the Security Instrument (but only to the extent that the Note is incorporated therein by reference), and the parties have mutually agreed to modify the terms thereof in the manner hereafter stated.

** **"MERS" is a Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.**

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NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. As of the date of execution hereof, the terms and conditions of the Note, and the corresponding portions of the Security Instrument, are modified as set forth in Exhibit A attached hereto and made a part hereof.
2. The unpaid principal balance due under the Note as of the date of this Agreement is **\$332,500.00**.
3. Borrower warrants that Borrower has no existing right of offset, counterclaim, or other defenses against enforcement of the Note and Security Instrument by Lender and that, if any such right or defenses do exist, they are hereby waived and released.
4. This Agreement shall supersede for all purposes any and all conflicting terms and conditions provided for in the Note and Security Instrument, but shall be construed as supplemental as to any non-conflicting term or condition stated therein. The Note and Security Instrument shall continue to evidence and secure the Borrower's indebtedness thereunder as modified herein. The parties intend and agree that this Agreement is not a novation of Borrower's loan obligation. Except to the extent provided otherwise herein, neither the Note nor the Security Instrument is modified by this Agreement and they shall remain in full force and effect until the obligations secured thereunder are paid in full and the Security Instrument is satisfied of record.
5. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heir, and legatees of each of the parties hereto.
6. If the spouse of the Borrower, _____, is not obligated on the Note, (i) then this Agreement has been executed by the spouse of the Borrower only to evidence his/her consent to the modifications of the Note and Security Instrument described herein and to the other terms hereof; and (ii) said spouse shall not be personally obligated to pay the sums owed under the terms of the Note and this Agreement.
7. This Agreement contains the entire agreement of the parties hereto with regard to modifications of the Note and supersedes any prior written or oral agreements between them concerning the subject matter contained herein, and no party hereto has relied upon any representations except such as are specifically set forth herein. This Agreement may not be modified, changed or amended except by written instrument signed by Lender and Borrower. This Agreement shall be governed by the laws of the state in which the property encumbered by the Security Instrument is located.

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Executed on the date first above written.

Witnesses:

Roger A Snow
 Name: Roger A. Snow
 (Witness)

Janet Oneida
 Name: Janet Oneida
 (Witness)

Roger A Snow
 Name: Roger A. Snow
 (Witness)

Janet Oneida
 Name: Janet Oneida
 (Witness)

Andrew J Caputo (Seal)
 Andrew J Caputo -Borrower
 3501 OAK AVENUE
 BROOKFIELD, IL 60513

Allison K. Caputo (Seal)
 Allison K Caputo -Borrower
 3501 OAK AVENUE
 BROOKFIELD, IL 60513

 (Seal)
 -Borrower

 (Seal)
 -Borrower

 (Seal)
 -Borrower

 (Seal)
 -Borrower

 (Seal)
 -Borrower

 (Seal)
 -Borrower

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STATE OF ILLINOIS, COOK County ss:

I, LINDA E SEIBEL, a Notary Public in and for said county and state do hereby certify that Andrew J Caputo, Allison K Caputo

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their voluntary act, for the uses and purposes therein set forth.

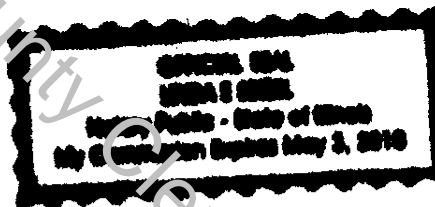
Given under my hand and official seal this, 9TH day of DECEMBER 2008

My Commission Expires: 5/3/2010

Linda E. Seibel

Notary Public

LINDA E. SEIBEL



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Cartus Home Loans

By: Jorjette C. Witt
Jorjette C. Witt, Director

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 10th day of Dec. 2008, by Jorjette C. Witt, Director of Cartus Home Loans a Corporation organized under the laws of the state of Delaware on behalf of said Corporation. This person is personally known to me.

Katrina R. Smith

Name: **KATRINA R. SMITH**
Notary Public, State of Florida
Commission No:
My Commission Expires:



County Clerk's Office

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EXHIBIT A

- (a) Beginning on January 1st, 2009, and on the first day of every month thereafter until January 1st, 2014, Borrower will pay principal and interest on the unpaid principal balance of the Note at an initial yearly fixed rate of 5.440%. Borrower's initial monthly payment will be in the amount of \$ 1,875.41. Thereafter, beginning on the first day of January 1st, 2014, Borrower will make monthly payments of principal and interest.
- (b) Beginning on the first day of December, 2013, the initial fixed interest rate Borrower will pay will change to an adjustable interest rate, and the adjustable interest rate Borrower will pay may change on that day every 12th month thereafter. The date on which Borrower's initial fixed interest rate changes to an adjustable interest rate, and each date on which Borrower's adjustable interest rate could change is called a "Change Date."
- (c) The interest rate at the first Change Date will not be greater than 10.440% or less than 2.250%. Thereafter, the adjustable interest rate will never be increased or decreased on any single Change Date by more than Two percentage point(s) (2.000%) from the rate of interest paid for the preceding 12 months. My interest rate will never be greater than 10.440%.
- (d) Before each change date, the Note Holder will calculate my new interest rate by adding Two and Twenty-Five / Hundredths percentage points (2.250%) to the Current Index. The Note Holder will then round the results of this addition to the nearest one-eighth of one percentage point (0.125%).
- (e) The monthly payments, determined precisely in the manner stated in this Note and giving effect to the modifications stated herein, shall continue until the entire indebtedness is fully paid, except that the final payment of the remaining indebtedness shall be due and payable on December 1st, 2038 (the "Maturity Date").

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EXHIBIT B

COMMITMENT - LEGAL DESCRIPTION

The North 1/2 of Lot 47 and all of Lot 48 in Block 5 in Grossdale, a subdivision by S.E. Gross of the Southeast 1/4 of Section 34, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Also known as:

**3501 OAK AVENUE
BROOKFIELD
IL
60513**

Property of Cook County Clerk's Office