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Doc#: 0900645131 Fee: \$44.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/06/2009 02:32 PM Pg: 1 of 4

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Record & Return To:

Mortgage Service Center
Mortgage Way
Mt. Laurel, NJ 08054
877-766-8244

Prepared By: *Christina M Wyatt*
Christina M Wyatt

Investor Number: 959-001-0030666119

Loan Number: 0030666119

MIN Number: 100020000306661194

FIXED RATE LOAN MODIFICATION AGREEMENT

This Fixed Rate Loan Modification Agreement ("Agreement"), made today November 21, 2008, between BRIAN JOHN DETTMANN and KELLY ANN DETTMANN, Husband and Wife whose address is 854 West Chalmers Place, Chicago, Illinois 60614, and MERS as nominee for PHH Mortgage Corporation (FKA Cendant Mortgage Corporation) ("Lender"), whose address is 3000 Leadenhall Road, Mount Laurel, New Jersey 08054 amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated September 29, 2005 and recorded November 3, 2005, instrument number 0530702183, of the Cook County records of Illinois, and (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 854 West Chalmers Place, Chicago, Illinois 60614 the real property described being set forth as follows:

(SEE ATTACHED LEGAL/ Exhibit A)

"MERS" is Mortgage Electronic Registrations Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the mortgagee 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-MEPS.

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):

The first paragraph of the "Security Instrument" (Mortgage, Deed of Trust or Deed to Secure Debt) is amended and supplemented as follows:

Borrower owes Lender the principal sum of Nine Hundred and Nine Thousand One Hundred Ninety Eight Dollars and Ninety Five Cents (U.S. \$909,198.95). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October, 2035.

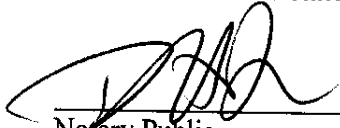
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CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY
COUNTY OF BURLINGTON

ON this DEC 15, 2008, before me, Dorothy J DeMarco a Notary Public in and for said state and county, personally appeared Marc J Hinkle, the Assistant Vice President of MERS as nominee for PHH Mortgage Corporation (FKA Cendant Mortgage Corporation), and Nicole Iovine, the Assistant Secretary of MERS as nominee for PHH Mortgage Corporation (FKA Cendant Mortgage Corporation), that executed the within instrument, on behalf of MERS as nominee for PHH Mortgage Corporation (FKA Cendant Mortgage Corporation), that executed the within herein named, and acknowledged to me that such MERS as nominee for PHH Mortgage Corporation (FKA Cendant Mortgage Corporation), that executed the within executed the within instrument pursuant to its by-laws or resolution of its Board of Directors. Witness my hand and official seal in the state and county last aforesaid.



Notary Public
My Commission Expires:

DOROTHY J. DEMARCO
Notary Public of
Camden County
My Commission Expires Nov. 15, 2012

Camden County Clerk's Office

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LEGAL DESCRIPTION - EXHIBIT A

Legal Description: PARCEL 1:

LOT 3 IN BLOCK 5 IN SEMINARY TOWNHOUSE ASSOCIATION SUBDIVISION, BEING A RESUBDIVISION OF PARTS OF LOTS 1 TO 5 AND PART OF LOT 7 IN COUNTY CLERK'S DIVISION OF THE NORTH 1/2 OF BLOCK 3 OF SHEFFIELD'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 23234123, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR SEMINARY TOWNHOUSES RECORDED SEPTEMBER 25, 1975 AS DOCUMENT 23234124 AND AS CREATED BY DEED FROM MCCORMICK THEOLOGICAL SEMINARY TO ROBERT F. CARLETON AND DIANE CARLETON, FOR THE PURPOSES OF PASSAGE, PARKING, UTILITY, INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 14-32-251-048-0000 Vol. 0492

Property Address: 854 West Chalmers Place, Chicago, Illinois 60614

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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Paragraph 1 Note is amended and supplemented as follows:

1. BORROWER'S PROMISE TO PAY:

In return for a loan that I have received, I promise to pay U.S. \$909,198.95 (this amount is called "principal"), plus interest, to the order of the Lender.

Paragraph 2 of the Note is amended and supplemented as follows:

2. INTEREST

I will pay interest at a yearly rate of 5.75%.

Paragraph 3 of the Note is amended and supplemented as follows:

3. PAYMENTS

I will make my monthly payments on the 1st day of each month beginning on February, 2009. If on, October, 2035 I still owe amounts under the Note, I will pay those amounts in full on that date, which is called my "Maturity Date". My monthly principal and interest payment will be in the amount of U.S. \$5,553.84.

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

[Signature]
(Witness)(Required)

[Signature]
BRIAN JOHN DETTMANN (Borrower)

[Signature]
(Witness)(Required)

[Signature]
KELLY ANN DETTMANN (Borrower)

MERS as nominee for PHH Mortgage Corporation (FKA Cendant Mortgage Corporation)

BY: [Signature]
Marc J. Hinkle
Vice President

[Signature]
Nicole Iovine
Asst. Secretary

----- [Space below This Line for Acknowledgement] -----

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Illinois COUNTY OF Cook

On 12/1/08 before me, Helen F. Meissner, Brian and Kelly Dettmann personally appeared

_____, 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public Signature
Helen F. Meissner
Printed Name

