

Doc#: 0900919006 Fee: \$46.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/09/2009 08:36 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, Texas 75087

[Space Above This Line For Recording Data]

Loan No.: 15761018

MERS No.: 100195910001588717

MERS Phone: 1-888-679-6377

### LOAN MODIFICATION AGREEMENT

(Providing for Initial Temporary Fixed Rate with  
Conversion to Original Adjustable Interest Rate Note terms)

This Loan Modification Agreement ("Agreement"), effective this 1st day of March, 2008, between Pedro Martinez, an unmarried man and Tomasa <sup>Salgado</sup> Martinez, a married woman, as joint tenants

and U.S. Bank National Association, as Trustee for the C-BASS Mortgage Loan Asset-Backed Certificates, Series 2006-CB4 by: Litton Loan Servicing LP as its attorney-in-fact

and Mortgage Electronic Registration Systems, Inc.

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Timely Payment Rewards Rider, if any, dated January 31st, 2006, 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 February 15, 2006, in Book/Liber

N/A, Page N/A, Instrument No. 0604605182, Official Records of Cook County, Illinois, and (2) the adjustable rate note (the "Note"), 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 5359 West Patterson Avenue, Chicago, Illinois 60641

ST  
MT  
Pb  
Sci  
H

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the real property described being set forth as follows:

THE WEST 31 1/4 FEET OF LOT 35 IN KOESTER AND ZANDER'S GRACE STREET ADDITION TO WEST IRVING PARK, BEING A SUBDIVISION OF THE SOUTH HALF OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 8 FEET OF SAID PREMISES CONDEMNED FOR ALLEY) TOGETHER WITH ALL IMPROVEMENTS THEREON, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 13-21-130-001

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):

1. As of March 1st, 2008, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 310,000.00, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender.

2. **Initial Temporary Fixed Interest Rate and Payment:** Interest will be charged on the Unpaid Principal Balance at the yearly fixed rate of 7.990 %, from March 1st, 2008 until January 1st, 2010. Borrower promises to make twenty-three (23) monthly payments of interest only of U.S. \$ 2,064.08, beginning on the 1st day of April, 2008. Borrower will continue making monthly interest only payments on the same day of each succeeding month until February 1st, 2010.

3. **Adjustable Interest Rate and Payment:** Interest will be charged on the Unpaid Principal Balance from February 1st, 2010. The interest rate Borrower will pay will be determined in accordance with the terms of the Note and may change every six (6) months in accordance with the terms of the Note. Borrower promises to make monthly payments of interest only beginning on the 1st day of March, 2010, and continuing thereafter on the same day of each succeeding month until February 1st, 2011, which interest only payments will be determined in accordance with the terms of the Note. Thereafter, Borrower promises to make monthly payments of principal and interest beginning on March 1st, 2011. The amount of Borrower's monthly principal and interest payments will be determined in accordance with the terms of the Note and may change in accordance with the terms of the Note. Borrower will continue to make monthly principal and interest payments on the same day of each succeeding month until principal and interest are paid in full, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the 1st day of February, 2036, which is the present or extended Maturity Date.

**Borrower understands and acknowledges that the Note contains provisions allowing for changes in the interest rate and the monthly payment. The Note limits the amount the Borrower's interest rate can change at any one time and the maximum rate the Borrower must pay.**

4. If on the Maturity Date, Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation agreement of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

6. Borrower understands and agrees that:

(a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.

(b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and

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Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

(c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.

(d) 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.

(e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

(f) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

7. This Agreement will not be binding or effective unless and until it has been signed by both Borrower and Lender.

\_\_\_\_\_  
Date 6-11-08

Pedro Martinez (Seal)  
Pedro Martinez -Borrower

\_\_\_\_\_  
Date 6-11-08

Tomasa Martinez Salgado (Seal)  
Tomasa Martinez Salgado -Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
-Borrower

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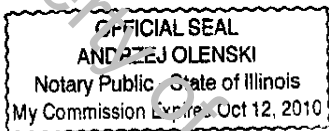
## BORROWER ACKNOWLEDGMENT

State of Illinois §  
County of Cook §

On this 11th day of June, 2008, before me,  
Andrzej Olenski [name of notary], a Notary Public in and for said state,  
personally appeared Pedro Martinez and Tomasa ~~Martinez~~ Salgado Salgado

[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.

(Seal)



Andrzej Olenski  
Andrzej Olenski

Type or Print Name of Notary

Notary Public, State of Illinois

My Commission Expires: October 12, 2010

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SEP 10 2008

-Date

SEP 10 2008

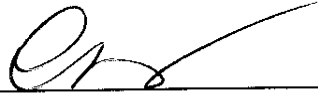
-Date

U.S. Bank National Association, as Trustee  
for the C-BASS Mortgage Loan Asset-Backed-Lender  
Certificates, Series 2006-CB4 by: Litton Loan  
Servicing LP as its attorney-in-fact

Mortgage Electronic Registration Systems, Inc.

-Mortgagee

By: 

By: 

Printed/Typed Name: Oscar Southall

Printed/Typed Name: ANNA ROBERTS

Its: VICE PRESIDENT

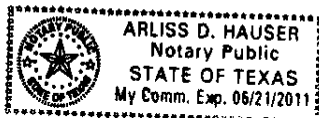
Its: Assistant Secretary

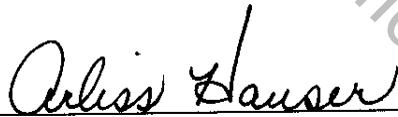
## LENDER/MORTGAGEE ACKNOWLEDGMENT

State of Texas §  
County of Harris §

On this 10 day of September, 2008, before me,  
ARLISS HAUSER [name of notary], Notary Public in and for said state,  
personally appeared Oscar Southall of U.S. Bank National Association, as Trustee for the C-  
BASS Mortgage Loan Asset-Backed Certificates, Series 2006-CB4 by: Litton Loan Servicing LP as its attorney-in-  
fact, Lender,  
and ANNA ROBERTS, 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)



  
Notary Signature

ARLISS HAUSER  
Type or Print Name of Notary

Notary Public, State of Texas

My Commission Expires: JUN 21 2011