Return 10.

Equity Loan Services, Inc.

1100 sur erior Avenue, Suite 200 Clevelard, Ohio 44114 Attn: National Recording Terms

Prepared by and please return to: Corporate America Famil Cradit Union 2445 Alft Lane Elgin, IL 60124-7864

### LOAN MODIFICATION AGREEMENT

Brenda L. Johnson 2321 South 12th Avenue North Riverside, IL 60546 **Cook County** 

07-81003580-171M

January 27, 2009

OFFICE |||||||||||||||||||||| JOHNSON 39886700 IL FIRST AMERICAN ELS MODIFICATION AGREEMENT 

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#### LOAN MODIFICATION AGREEMENT

39886700

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 27 day of January, 2009, between Brenda L. Johnson ("Borrower") and Corporate America Family Credit Union ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated October 5, 2007 and recorded as Document Number 0729205116, in the Records of Cook County, IL 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

2321 South 12th Avenue, North Riverside, IL 60546

the real property described being set forth as follows:

LOT 29 IN ELOCK 6 IN KOMAREK'S WEST 22<sup>ND</sup> STREET FIFTH ADDITION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 27, TO MISHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 15-27-213-006-0000

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

- 1. As of January 27, 2009, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$156,912.11, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
- 2. Borrower promises to pay the Unpaid Principal Salance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.375%, from January 27, 2009. Borrower promises to make monthly payments of principal and interest of U.S. \$893.09, beginning on the 1st day of February, 2009 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 5.375% will remain to affect until principal and interest is paid in full. By executing this Agreement, Borrower valves any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on November 1, 2037 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts to full on the Maturity Date.

  Borrower will make such payments at 2445 Alft Lane, Elgin, IL 60124-7864 or at such
  - other place as Lender may require.
- 3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.
  - If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
- 4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and

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agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (3) all terms and provisions of any adjustable rate rider, or Timely Payment Flewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions 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 pan of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Phil Berg National Real Estate Loan Manager	(Seal) -Lender	Hu Brenda L	Und M.	(Seal) Borrower
Corporate America Family Credit Union	[Space Relow this Line	For Acknowledgements]	, 7,	(Seal) -Borrower
	Tobace pelow tills rille	TO Acknowledgements	0	Sc.
State of Illinois On	before me,	County ss: Lawra B	ruce	(C)
(date)		(Notary)		

Phil Berg, personally known to me to be the properly and duly authorized National Real Estate Loan Manager for Corporate America Family Credit Union.

(Notary) Laura Baucci

My Commission Expires: 5/5/09

OFFICIAL SEAL
LAURA BRUCCI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/05/09

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Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(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  *OFFICIAL SEAL*  Great Aschanbrenner  Signature State of Winois				
Signature (Tims also for Green all the state of the state				
1/29/09 GRetal Aschenbrenner My Commission Expires 08-04-2012  (Date)				
IL COOK				
(State of) (County of)				
My Commission Expires: <u>U/4/2012</u>				
ACKNOWLEDGEMENT				
STATE OF: Illinois				
COUNTY OF:				
On				
OFFICIAL SEAL LAURA SRUCCI WITNESS MY HAND AND OFFICIAL SEAL MY COMMISSION EXPIRES:05/05/09				
Laura Burce (NOTARY STAMP OR SEAL)				
Notary Public in and for said County and State				

(Notary's name must be typed or legibly printed)