

When recorded mail to: MPG  
Equity Loan Services, Inc.  
Loss Mitigation Title Services - LMTS  
1100 Superior Ave., Ste 200  
Cleveland, OH 44114  
Attn: National Recordings 1120

4317532

Loan # 652977593

**LOAN MODIFICATION AGREEMENT**

(PROVIDING FOR FIXED INTEREST RATE/CAPITALIZATION)

Original Loan Amount \$399,900.00

This Loan Modification Agreement ("Agreement"), made 07/09/08, between MARK A SMITH and DIA C SMITH, ("Borrower") residing at 614 DIVISION ST BARRINGTON IL, 60010-4517 and CitiMortgage, Inc. ("Lender") having offices at 5280 Corporate Drive, Frederick, MD 21703 and amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") dated 05/11/06 and recorded on 05/22/06, Document number 0614241147, Book number na, Page na in the Official Records of LAKE County, 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 614 DIVISION ST, BARRINGTON IL, 60010, the real property described as being set forth as follows: *\*Cook*

(SEE ATTACHED LEGAL DESCRIPTION)

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 07/09/08, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 399,900.00. 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 \$22,796.88, have been added to the indebtedness under the terms of the Note and Security Instrument and the loan re-amortized over 480 months. When payments resume on 08/01/08, the New Unpaid Principal Balance will be \$ 422,696.88.

2. The Borrower promises to pay the New Unpaid Principal Balance, plus Interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.500% effective 07/01/08 (the "Interest Change Date"). The Borrower promises to make monthly payments of principal and interest of U.S. \$ 2,474.71 (which does not include and amounts required for Insurance and/or Taxes) beginning on 08/01/08 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full.

If on 07/01/48 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay those amounts in full on the Maturity Date. All other terms stated in the Note remain the same.

The Borrower will make such payments at Post Office Box 9481, Gaithersburg, MD 20898-9481, or at such other place as the Lender may require.

3. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay these sums prior to the expiration period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

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4. The Borrower also will comply with all the other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all the payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make the under 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; and,

(b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, or part of, the Note and 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 part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by and comply with, all of the terms and provisions thereof, as amended by this Agreement.

6. It is mutually agreed that the Security Instrument shall constitute a first lien upon the premise and that neither the obligation evidencing the aforesaid indebtedness nor the Security Instrument shall in any way be prejudiced by this Agreement, but said obligation and Security Instrument and all the covenants and agreements thereof and the rights of the parties thereunder shall remain in full force and effect except as herein expressly modified.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this agreement on the date above written.

8/1/08  
Date  
Borrower - MARK A SMITH

8/1/08  
Date  
Borrower - DIA C SMITH

Date  
Borrower -

Date  
Borrower -

CitiMortgage, Inc.  
By: 

8/1/08  
Date  
Lender - Stacey Andrew  
Assistant Vice President



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\_\_\_\_\_[Space Below This Line for Acknowledgments]\_\_\_\_\_

State of Illinois )  
County of Lake )SS  
 )

On this 1<sup>st</sup> day of AUGUST, 2008, before me personally appeared NARA SMITH, to me known or proved to be the person(s) described in and who executed the foregoing instrument, and acknowledged that HE/SHE/THEY executed the same as HIS/HER/THEIR free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public [Signature]  
My Commission Expires: 11-27-11



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State of Illinois )  
County of Lake )SS  
 )

On this 1<sup>st</sup> day of AUGUST, 2008, before me personally appeared DIA SMITH to me known or proved to be the person(s) described in and who executed the foregoing instrument, and acknowledged that HE/SHE/THEY executed the same as HIS/HER/THEIR free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public [Signature]  
My Commission Expires: 11-27-11



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STATE OF **Maryland**  
COUNTY OF **Frederick**

On 8/11/08 before me, Celeste Sheppard, a Notary Public in and for  
said County and State, personally appeared Stacey Andrew, Assistant Vice President  
and CitiMortgage, Inc

known to be (or proved to be on the basis of satisfactory evidence) the person(s) whose name(s) is/are subscribed  
to this Loan Modification instrument that acknowledge 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:

Celeste Sheppard  
Notary Signature

Celeste Sheppard  
Notary Name (Typed or Printed)




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Loan Number: 0652977593

## Legal Description:

A PARCEL OF LAND LOCATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, WITH A SITUS ADDRESS OF 614 DIVISION ST, BARRINGTON IL 60010-4517 CURRENTLY OWNED BY SMITH MARK A & DIA C HAVING A TAX ASSESSOR NUMBER OF 01-01-214-011-0000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS PART N2 S01 T42N R09E 3P AND DESCRIBED IN DOCUMENT NUMBER 4655082 DATED 12/01/2005 AND RECORDED 02/15/2006.

 SMITH  
39852753 IL

FIRST AMERICAN ELS  
MODIFICATION AGREEMENT



Property of Cook County Clerk's Office