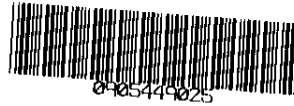


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Doc#: 0905449025 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/23/2009 02:58 PM Pg: 1 of 9

Prepared by:
SUNTRUST MORTGAGE, INC.
901 SEMMES AVE
RICHMOND, VA 23224

Return to:
RVW 5093
SUNTRUST MORTGAGE, INC.
1001 SEMMES AVENUE
RICHMOND, VIRGINIA 23224

Parcel Number: 10-33-213-041

[Space Above This Line For Recording Data]

New Loan No: 0146263488

Orig Loan No:

LOAN MODIFICATION AGREEMENT (Providing for Adjustable Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **11th** day of **February, 2009**, between **IOAN E CONT, SINGLE PERSON** ("Borrower") and **SUNTRUST MORTGAGE, INC.** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed, as amended or supplemented by any modification agreement prior to the date hereof (the "Security Instrument"), dated **October 5, 2007** and recorded in Book/Liber ..., at Page(s)/Folio(s) ..., as Instrument No. **0729 11037**, of the official Records of **COOK COUNTY, Illinois** [County and State, or other Jurisdiction] and (2) the Note, as amended or supplemented by any modification agreement prior to the date hereof, in the original principal sum of **\$745,000.00** 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

5011 FAIRVIEW LANE, SKOKIE, IL 60077
[Property Address]

the real property described being set forth as follows:
SEE ATTACHED SCHEDULE A

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):

SECTION I.

1. As of **February 11, 2009**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$813,327.00**, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.

Tax Note. (Intangibles, documentary stamp, or other) taxes in the amount of \$ _____ are being paid herein on new advances. Taxes were paid on the original loan dated and recorded as set out above, in the amount of \$ _____. New advances are \$68,327.00.



63876A
PUBLIC TITLE CO.

9

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2. The terms of the Note are amended as follows:

Payments.

(A) Time of Payments

I will make a payment every month on the first day of the month beginning on **April, 2009**.

I will make payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and if the payment includes both principal and interest, it will be applied to interest before Principal. If, on **November 1, 2037** I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the Maturity Date.

(B) Amount of Monthly Payments (Select One Option Only)

Adjustable Rate Note. Each of my monthly payments will be in the amount of U.S. **\$6,106.19** until the first Change Date. After the first Change Date, my monthly payment will be in an amount sufficient to repay the principal and interest at the rate determined in the section entitled "Adjustable Interest Rate and Monthly Payment Changes" of the Adjustable Rate Rider attached hereto and incorporated herein ("ARM Rider"), in substantially equal installments by the Maturity Date.

Interest Only Adjustable Rate Note Each of my monthly payments will be in the amount of U.S. \$ _____ until the first Change Date. After the first Change Date, my monthly payment will be in an amount sufficient to pay accrued interest, at the rate determined as described in the section of the ARM Rider entitled "Interest Rate and Monthly Payment Changes" until _____. Beginning on _____ and the first day of each and every month thereafter, (the "Amortization Period"), my monthly payment will be in an amount sufficient to repay the principal and interest in substantially equal installments by the Maturity Date.

3. 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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, including without limitation, Borrower's covenants and 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, as amended by this Agreement.
4. Borrower warrants that there are no defenses, counterclaims or setoffs to the Note or Security Instrument to the date of this Agreement, and waives and releases any which may exist.

SECTION II. IF THE BOX IS CHECKED, THIS AGREEMENT ALSO INCLUDES A CHANGE IN OR ADJUSTMENT TO THE INTEREST RATE, A NEW ARM RIDER IS ATTACHED TO THIS AGREEMENT, AND PARAGRAPHS 1, 2, AND 3 BELOW ARE ADDED TO AND MADE A PART OF THIS AGREEMENT.

1. **The terms of the Note are amended as follows:**

Borrower's Right To Prepay. I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "Prepayment". When I make a Prepayment, I will tell the



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Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

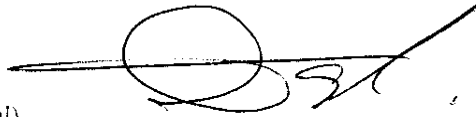
I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date of my monthly payment unless the Note Holder agrees in writing to those changes. If the partial Prepayment is made during a period when my monthly payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when my payments consist only of interest. If the partial Prepayment is made during the period when my payments consist of principal and interest, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

2. The Note and Security Instrument are amended to add Interest Rate and Monthly Payment Changes as well as Transfer of the Property or a Beneficial Interest in Borrower as provided in the ARM Rider.
3. Borrower also will comply with all other covenants, agreements, and requirements of the Note and Security Instrument; however, the following terms and provisions are forever canceled, null and void, and are replaced with the terms provided in this Agreement, as of the date of this Agreement:
 - (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;
 - (b) all terms and provisions of any adjustable rate 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; and
 - (c) all terms and provisions of the Note and Security Instrument or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument (if any) providing for, implementing, or relating to, payment, the Borrower's Right to Prepay, or Transfer of the Property or a Beneficial Interest in Borrower.



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EXECUTED as of the day and year first written above.



IOAN E CONT (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

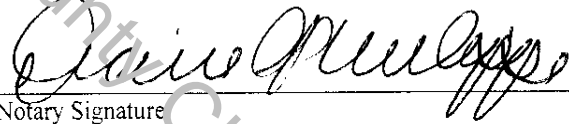
(Seal)
-Borrower

BORROWER

State of IL §
County of Cook §

On this the 11 day of Feb 2009, before me the undersigned
[here insert name and title of the officer], personally appeared IOAN E. CONT,
personally known to me (or 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.

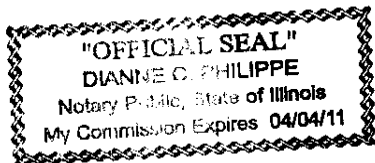


Notary Signature

Title (or Rank)

Serial/Notary Registration Number

My Commission Expires: 4/4/11



(Seal)



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ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE:
SUNTRUST MORTGAGE, INC.

By: Robin Beecher
Title: V.P.

LENDER

State of VIGINIA
County of HENRICO

ss
ss

On this the 6TH day of FEBRUARY 2009, before me, SOPHORN CHAMREUN, NOTARY
[here insert name and title of the officer], personally appeared ROBIN BEECHER, VICE PRESIDENT,
personally known to me (or 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.

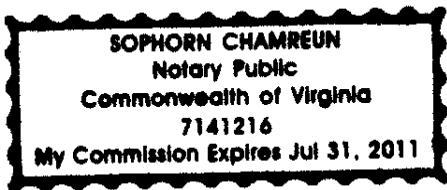
Sophorn Chamreun
Signature of Person Taking Acknowledgment

NOTARY
Title (or Rank)

7141216
Serial/Notary Registration Number

(Seal)

My Commission Expires: 07-31-2011



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Schedule "A"

THE EAST 17 FEET OF THE LOT 128 AND ALL OF LOT 129 IN KRENN AND DATO'S PRATT-LARAMIE SUBDIVISION, A SUBDIVISION IN THE NORTHEAST 1/4 OF FRACTIONAL SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 10-33-213-041-0000

COMMONLY KNOWN AS 5044 FAIRVIEW LN, SKOKIE, IL 60077

Property of Cook County Clerk's Office

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Loan No.: 0146263488

FIXED/ADJUSTABLE RATE RIDER
(LIBOR One-Year Index (As Published In *The Wall Street Journal*)—Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 11th day of February, 2009, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to SUNTRUST MORTGAGE, INC. ("Lender") of the same date and covering the property described in the Security Instrument and located at:

5011 FAIRVIEW LANE, SKOKIE, IL 60077
[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 8.125%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of **November, 2014**, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **Two and 250/1000ths** percentage points (2.250%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.



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(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **13.125%** or less than **3.125%**. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **13.125%**.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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



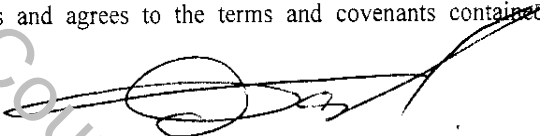
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secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.



(Seal)
IOANE CONT -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

