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Doc#: 0907219075 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/13/2009 02:33 PM Pg: 1 of 4



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

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Loan No.: 2000200086

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 June, 2008, between Anthony Collins and Myisaha Head ("Borrower/Grantor") and Deutsche Bank Trust Company Americas formerly known as Banker's Trust Company as Trustee and Custodian for Morgan Stanley ABS Capital I Inc., Trust 2006-HE8 by: Saxon Mortgage Services, Inc. f/k/a Meritech Mortgage Services, Inc. as its attorney-in-fact ("Lender/Grantee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated July 13th, 2006 and recorded in Book/Liber N/A, Page N/A, Instrument No. 0620110062, of the 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 the Security Instrument and defined therein as the "Property," located at 7811 S. Damen Avenue, Chicago, Illinois 60620

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the real property described being set forth as follows:

LOT 5 AND THE NORTH 5.0 FEET OF LOT 6 IN WILLIAM H. BRITIGAN'S 79TH AND ROBEY STREETS SUBDIVISION OF THE WEST HALF OF BLOCK 57 IN DEWEY AND VANCE'S SUBDIVISION IN SECTION 30, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL ID NUMBER: 20-30-428-043-0000

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

1. As of June 1st, 2008, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 134,646.27, 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 6.000 %, from June 1st, 2008 until May 1st, 2013. Borrower promises to make sixty (60) monthly payments of principal and interest of U.S. \$825.71 beginning on the 1st day of July 2008. Borrower will continue making monthly principal and interest payments on the same day of each succeeding month until June 1st, 2013.

3. **Adjustable Interest Rate and Payment:** Interest will be charged on the Unpaid Principal Balance from June 1st, 2013. 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 principal and interest beginning on the 1st day of July 2013. 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 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 August 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 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.

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(c) All terms and provisions of any interest only 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 interest only terms, said terms and provisions are forever cancelled, null and void, as of the date specified in paragraph No. 1 above.

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

(e) 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.

(f) 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.

(g) 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.

6/12/08
Date

[Signature] (Seal)
Anthony Collins -Borrower

6/12/08
Date

[Signature] (Seal)
Myisaha Head -Borrower

Date

-Borrower (Seal)

Date

-Borrower (Seal)

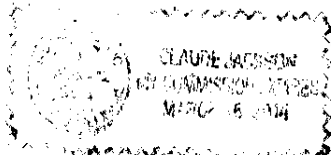
BORROWER ACKNOWLEDGMENT

State of Illinois §
County of Cook §

On this 12 day of June 2008, before me, Claude Jackson, [name of notary], a Notary Public in and for said state, personally appeared Anthony Collins and Myisaha Head

[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)



[Signature]
Type or Print Name of Notary

Notary Public, State of Ill

My Commission Expires: 3/16/2011

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Loan No.: 2000200086

Deutsche Bank Trust Company
Americas formerly known as Banker's Trust Company, as Trustee and Custodian for Morgan Stanley ABS Capital I Inc., Trust 2006-HE8 by: Saxon Mortgage Services, Inc. f/k/a Meritech Mortgage Services, Inc. as its attorney-in-fact

06/26/2008

-Date

By: 
Veronica Villavicencio

Its: Community Relations VP

LENDER ACKNOWLEDGMENT

State of Texas §
County of Tarrant §

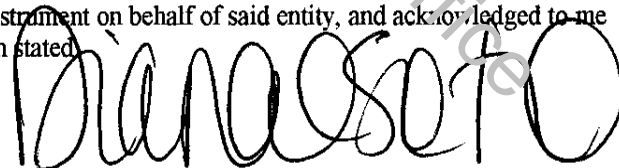
On this 26 day of June, 2008, before me, Diana Soto

[name of notary], a Notary Public in and for said state, personally appeared Veronica Villavicencio, Community Relations VP [name of officer or agent, title of officer or agent] of Deutsche Bank Trust Company Americas formerly known as Banker's Trust Company, as Trustee and Custodian for Morgan Stanley ABS Capital I Inc., Trust 2006-HE8 by: Saxon Mortgage Services, Inc. f/k/a Meritech Mortgage Services, Inc. as its attorney-in-fact

[name of entity] 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)





dianasoto
Type or Print Name of Notary

Notary Public, State of Texas

My Commission Expires: 10/19/08