



Doc#: 0908915025 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 03/30/2009 09:47 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.: 669173
MERS No.: 100029006691733143

MERS Phone: 1-888-679-6377

FHA Case No.: 1373470165703

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), effective this 1st day of February, 2009, between Luis Cortez, an unmarried man ("Borrower/Grantor") and Colonial National Mortgage, a division of Colonial Savings, F.A.

(Lender/Grantee), and Mortgage Electronic Registration Systems, Inc. (Mortgagee), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Timely Payment Rewards Rider, if any, dated July 14th, 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 July 28th, 2006, in Book/Liber N/A, Page N/A, Instrument No. 0620904131, Official Records of Cook 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 said Security Instrument and defined therein as the "Property," located at 4241 Grove Ave, Stickney, Illinois 60402

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P-5
M-1
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Loan No.: 669173

the real property described being set forth as follows:

LOT 20 IN OAK PARK AVENUE ADDITION, A SUBDIVISION OF BLOCK 12 OF B. F. SHOTWELL'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 19-06-124-018

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 February 1st, 2009, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 221,398.54, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.500%, from February 1st, 2009. Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,257.08, beginning on the 1st day of March, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 5.500% will remain in effect until principal and interest are paid in full. If on February 1st, 2039 (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.

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 the 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 delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the 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, the 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; however, the following terms and provisions are forever canceled, null and void, as of the specified date 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

(b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards 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.

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Loan No.: 669173

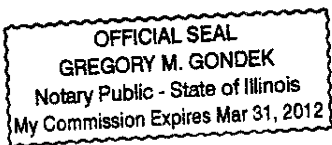
BORROWER ACKNOWLEDGMENT

State of Illinois §
County of Cook §

On this 29th day of January, 2009, before me, Gregory M. Gondek [name of notary], a Notary Public in and for said state, personally appeared Luis Cortez

[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
Gregory M. Gondek

Notary Public, State of Illinois

My Commission Expires: 3/31/2012

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Loan No.: 669173

Jan 30, 2009
-Date

Jan 30, 2009
-Date

Colonial National Mortgage, a division of
Colonial Savings, F.A. -Lender

Mortgage Electronic Registration Systems, Inc.
-Mortgagee

By: [Signature]

By: [Signature]

Printed/Typed Name: Barry R. Baker

Printed/Typed Name: Cheryl Nelson

Its: Vice President

Its: Assistant Secretary

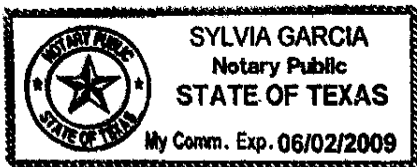
LENDER/MORTGAGEE ACKNOWLEDGMENT

State of Texas §
County of Tarrant §

On this 30 day of Jan., 2009, before me,
[Signature] [name of notary], a Notary Public in and for said state,
personally appeared Barry R. Baker of Colonial National Mortgage, a division of Colonial Savings, F.A.

and [Signature], Lender,
Cheryl Nelson, 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)



[Signature]
Notary Signature
Sylvia Garcia
Type or Print Name of Notary

Notary Public, State of TX

My Commission Expires: 6/02/09