

After Recording Return To:
Chase Home Finance, LLC
3415 Vision Drive, Mail Code OH4-7218
Columbus, OH 43219

(Space above for Recording Data)

Loan Number 22318695
Inv. # 4005126008

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") is made as of ~~December 1, 2008~~ ^{September 16th}, by and between Steven A. Whitescarver ("Borrower") and Chase Home Finance, LLC ("Lender") as holder, or as the authorized Servicer for the current holder, of a Loan (the "Loan") evidenced by that certain Promissory Note, including any riders attached thereto, (the "Note") dated ~~January 25, 2006~~ ^{February 17, 2006}, in the original principal amount of \$237,000.00, and secured by a lien (the "Mortgage"), on that certain property commonly known as 14429 San Francisco, Posen, IL 60469 (the "Property"). *recorded in instrument number 0604821038 in Cook County Records.TM

Whereas, at Borrower's request, Lender has agreed to modify the terms of the Note.

Now, therefore, in consideration of the premises and the parties' mutual agreement herein, the parties agree:

- 1. **Modifications.** The Note will be modified as set forth below upon timely execution of this Agreement by the Borrower, delivery of this Agreement to Lender and satisfaction of all other conditions communicated by Lender to Borrower in writing.

Effective **December 1, 2008**, the unpaid principal balance of the Loan will be increased from \$230,746.00 to \$245,383.94.

Effective **December 1, 2008**, the monthly principal and interest payment will be \$1,317.27 for the period from 12/01/2008 to 11/01/2009. Then it will adjust to \$1,467.52 for the period from 12/01/2009 to 11/01/2010. Then it will adjust to \$1,621.36 beginning 12/01/2010 through the maturity date of the loan. The principal and interest payment does not include any amount for the payment of taxes and/or insurance.

Effective **November 1, 2008**, the interest rate will be 5.000% for the period from 11/01/2008 to 11/01/2009. Then it will adjust to 6.000% for the period from 11/01/2009 to 11/01/2010. Then it

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will adjust to 7.000% from 11/01/2010 to the maturity of the loan.

Effective December 1, 2008, the new maturity day is November 1, 2038.

2. **Release and Waiver of Claims.** In consideration of Lender's agreement to enter into this Agreement, Borrower releases Lender (and the holder of the Note if other than Lender) from any and all claims, demands and causes of action of any nature, whether known or unknown, arising out of, connected with or incidental to the Loan.
3. **Conditions.** The modification(s) of Section 1 are subject to the following representations of the Borrower:

Borrower agrees to execute such other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement.

Borrower represents and warrants that other than the Mortgage, the Property is not subject to any liens or encumbrances except for liens previously disclosed to Lender.

Borrower represents that it is the owner of the Property and that it has not sold or otherwise transferred an interest in the Property to any other person or entity.
4. **Other Provisions Unmodified.** Except as expressly modified by the terms of this Agreement, the rights and obligations of parties under the Note and Mortgage shall remain unmodified and in full force and effect.

If, since the inception of the Loan and prior to the date of the Agreement, Borrower received a discharge in bankruptcy without reaffirming the underlying debt, Lender is not attempting to re-establish any personal liability for the loan.

[Signatures continue on following pages]

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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BORROWER:

BY SIGNING BELOW, Borrower accepts, acknowledges, and agrees to the terms, conditions, and covenants contained herein.

Steven A. Whitescarver 9-16-08
Signature Date

Steven A. Whitescarver

Witness

ACKNOWLEDGEMENT(S) OF BORROWERS:

STATE OF IL
COUNTY OF COOK

Before me, a Notary Public, in and for said County, personally appeared the above named who, being personally known to me acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Steve A. Whitescarver, this 16 day of Sept, 2008.

Ezequiel Morque
Notary Public

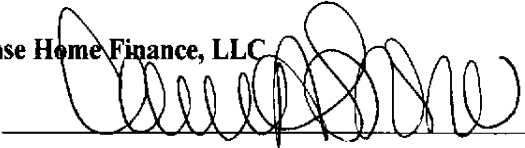
My commission expires: 03/15/10



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LENDER:

Chase Home Finance, LLC

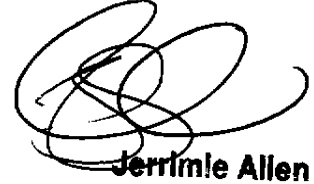
By: 

Carrie Stone, Vice President

(printed name and title)


Erika Ortega

ACKNOWLEDGEMENT(S) OF LENDER:


Jerrille Allen

STATE OF _____
COUNTY OF _____

Before me, a Notary Public, in and for said County, personally appeared the above named _____, the **Vice President** of the Lender identified in this Agreement, who, being personally known to me acknowledged that he/she did sign the foregoing instrument for and on behalf of such Lender, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at _____, this _____ day of _____, 20_____.

"See Attached Acknowledgment"

Notary Public

My commission expires: _____

Property of Cook County Clerk's Office

UNOFFICIAL COPY**DOCUMENT CORRECTION AGREEMENT
("Agreement")**

Loan Number 22318695 (the "Loan")

**AGREEMENT TO CORRECT MISSTATED DOCUMENTS AND TO PROVIDE
ADDITIONAL DOCUMENTATION OR FEES:**

In consideration of Chase Home Finance LLC ("Chase") modifying the Loan (the "Modification") as requested by the undersigned ("Borrower"), and regardless of the reason for any loss, misplacement, or inaccuracy in the modification agreement or any other document prepared in connection with the Modification, Borrower agrees as follows: if any document is lost, misplaced, misstated or inaccurately reflects the true and correct terms and conditions of the Modification, upon request of Chase, Borrower will comply with Chase's request to execute, acknowledge, and deliver to Chase any documentation ("Replacement Documents") Chase deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s). Borrower agrees to deliver the Replacement Documents within ten (10) days after receipt by Borrower of a written request for such replacement. Borrower also agrees that upon request Borrower will pay to Chase any additional sum ("Fee") previously disclosed to Borrower as a cost or fee associated with the Modification, which, for whatever reason, was not previously collected.

REQUEST BY CHASE: Any request under this Agreement made by Chase, (including assignees and persons acting on behalf of Chase), shall be prima facie evidence of the necessity for same. A written statement addressed to Borrower, first class postage prepaid, at the mailing address indicated in Chase's records shall be considered conclusive evidence of receipt by Borrower of the request for Replacement Documents.

BORROWER LIABILITY: If Borrower fails or refuses to execute, acknowledge, and deliver the Replacement Documents or Fee to Chase more than (10) days after being requested to do so by Chase, Borrower shall be liable for any and all loss or damage which Chase reasonably sustains thereby, including, but not limited to all reasonable attorneys' fees and costs incurred by Chase. In addition, Chase may elect to declare the Modification null and void in which case the Loan shall be payable at the rate and on the terms as existed prior to the Modification. Any funds received by Chase in conjunction with the Modification shall be retained by Chase and applied to the Loan as determined by Chase in its discretion.

Steven A. Whitescarver 9.16.08

Signature

Date

Steven A. Whitescarver

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ACKNOWLEDGMENT

State of California
County of San Diego } ss.

On October 2, 2008 before me, Laura C. Jones, Notary Public, personally appeared

CARRIE STONE

,who 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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature



(seal)

OPTIONAL INFORMATION

Date of Document _____ Thumbprint of Signer

Type or Title of Document Modification Agreement

Number of Pages in Document _____

Document in a Foreign Language _____

Type of Satisfactory Evidence:

- Personally Known with Paper Identification
- Paper Identification
- Credible Witness(es)

Capacity of Signer:

- Trustee
- Power of Attorney
- CEO / CFO / COO
- President / Vice-President / Secretary / Treasurer
- Other: _____

Check here if no thumbprint or fingerprint is available.

Other Information: _____

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EXHIBIT A

SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, TO WIT:


LOT 16 IN POSEN MEADOWS UNIT 1, BEING A RESUBDIVISION OF BLOCK 5 AND PARTS OF BLOCKS 4 AND 6 IN J.A. MCDONALD'S SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 28-12-108-046-0000
STEVEN A. WHITESCARVER

14429 SOUTH SAN FRANCISCO AVENUE, POSEN IL 60469
Loan Reference Number : 0022318695
First American Order No: 40064338
Identifier: FIRST AMERICAN EQUITY LOAN SERVICES



WHEN RECORDED, RETURN TO:
EQUITY LOAN SERVICES, INC.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING - TEAM 3
Accommodation Recording Per Client Request

 WHITESCARVER
40064338 IL
FIRST AMERICAN ELS
MODIFICATION AGREEMENT
