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Loan #0144687977

Prepared by: Kamilah McCann

402 376 09

**LOAN MODIFICATION AGREEMENT**

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 22nd day of September, 2008, between TIMOTHY J. and LISA H. ABRAMS ("Borrower") and SUNTRUST MORTGAGE, INC. ("Lender"), amends and supplements (1) that certain Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated August 3, 2006 and recorded in Document #0622633154, of the Official [Name of Records] Records of Cook County, IL [County and State, or other Jurisdiction] and (2) that certain 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

911 SURREY LANE, GLENVIEW, IL 60025  
(Property Address)

the real property described being set forth as follows:

LOT 14 IN BLOCK 2 IN GEORGE F. NIXON AND COMPANY'S NORTH SHORE GOLF VIEW HOME ADDITION OF PART OF THE SOUTHWEST 1/2 OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel: 04-36-305-09-0000

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

- As of October 1, 2008, the amount payable under the Note and secured by the Security Instrument (the "Unpaid Principal Balance") is U.S. \$634,590.83, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized to date.
- The terms of the Note and the Security Instrument are amended as follows:

SECTION I:

ABRAMS  
40237609 IL

PAYMENTS:

FIRST AMERICAN ELS  
MODIFICATION AGREEMENT

(A) Time of Payments



Borrower will make an interest only payment each and every month on the 1st day of the month, beginning on November 1, 2008 [First Payment Date]. 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.

(B) Amount of Monthly Payments

Each monthly payment will be in the amount of U.S. \$3,305.16 [Interest Only Payment Amount]. The monthly payment will be in an amount sufficient to pay accrued interest, at the rate determined as described in Section II of this Agreement until August 1, 2016 [Last Interest Only Date].

SECTION II:

INTEREST RATE AND PAYMENT CHANGES:

(A) Current Interest rate

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

4537970

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Under this Agreement, the Borrower's current interest rate will be 6.25%.

(B) Interest-Only Period

The "Interest-Only Period" is the period from the date of the Note through August 1, 2016 [Last Interest Only Date]. For the Interest-Only Period, Lender will determine the amount of the monthly payment that will be sufficient to pay the interest which accrues on the unpaid principal balance of the loan. The result of this calculation will be the amount of the monthly payment.

(C) Maturity Date

If on August 1, 2036 (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, 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 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, 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. 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.

5. 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,

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the Note and Security Instrument are expressly reserved by Lender.

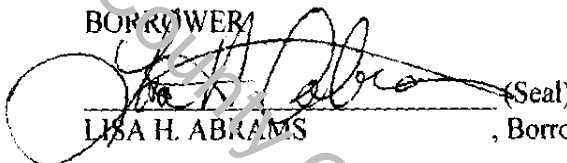
- (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
- (d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (e) All costs and expenses 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.
- (f) 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.

BY SIGNING BELOW, Borrower and Lender do each accept and agree to the terms and covenants in this Loan Modification Agreement as of the date first written above.

BORROWER

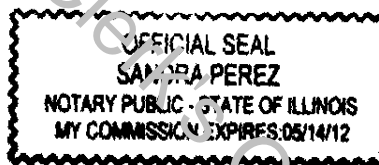
 (Seal)  
 \_\_\_\_\_, Borrower  
 TIMOTHY J. ABRAMS

BORROWER

 (Seal)  
 \_\_\_\_\_, Borrower  
 LISA H. ABRAMS

By Sandra Perez (SEAL)  
 Witness (Print Name): Sandra Perez

By Sandra Perez (SEAL)  
 Witness (Print Name): Sandra Perez

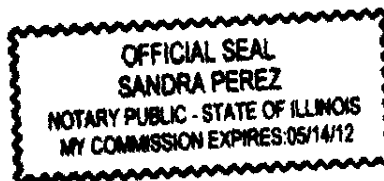


State of IL §  
 County of COOK §

On this the 26 day of September, 2008, before me Sandra Perez, personally appeared Timothy J. Abrams & Lisa H. Abrams, who is/are 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 above instrument and acknowledged to me that he/she/they executed the same as his/her/their voluntary act and deed.

WITNESS my hand and official seal

Notary Signature Sandra Perez (Seal)  
 My Commission Expires: 05/14/2012



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SUNTRUST MORTGAGE, INC.

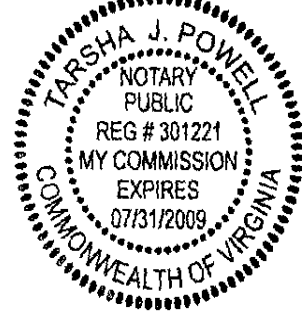
[Signature] (Seal)  
By:  
Its:

State of Virginia §  
Coley County of Richmond §

On this the 12<sup>th</sup> day of March before me Tarsha Powell, personally appeared Andrew Smith, who is/are 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 above instrument and acknowledged to me that he/she executed the same as his/her voluntary act and deed and as the voluntary act and deed of the Lender in his/her authorized capacity on behalf of the Lender.

WITNESS my hand and official seal.

Notary Signature [Signature] (Seal)  
ID# 301221  
My Commission Expires: 7/31/09



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Cook County Clerk's Office