



Doc#: 0909915003 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 04/09/2009 08:37 AM Pg: 1 of 7

**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, TX 75087

Freddie Mac Loan No.: 468284745  
Loan No.: 0040521783

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.  
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND  
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE  
THE SECURITY INSTRUMENT IS RECORDED.

**LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement ("Modification"), is effective January 1st, 2009, between  
Wieslaw Modzelewski and Elzbieta Modzelewski, husband and wife  
Aurora Loan Services LLC

("Borrower/Grantor") and

("Lender/Grantee"),

whose address is 10350 Park Meadows Drive, Littleton, Colorado 80124  
and amends and supplements (1) the Note (the "Note") made by the Borrower, dated April 26th, 2007, in the  
original principal sum of U.S. \$ 214,500.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the  
"Security Instrument"), recorded on May 14th, 2007, in Book/Liber N/A, Page N/A,  
Instrument No. 0713456152, Official Records of Cook County, Illinois.  
The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and  
personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"),  
which is located at 3235 North Neenah Avenue, Chicago, Illinois 60634

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11/11

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That real property is described as follows:

LOT 124 IN OLIVER L. WATSON'S 2ND BELMONT AVENUE ADDITION TO CHICAGO IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

TAX ID NO.: 13-19-432-009-0000

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower  is,  is not, the occupant of the Property.

2. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$ 15,981.89 , have been added to the indebtedness under the terms of the Note and Security Instrument. As of January 1st, 2009 , the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 228,718.90 .

3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.000 % , beginning January 1st, 2009 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,258.44 , beginning on the 1st day of February, 2009 , and continuing thereafter on the same day of each succeeding month. If on January 1st, 2049 , (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at Aurora Loan Services LLC, 10350 Park Meadows Drive, Littleton, Colorado 80124 or at such place as the Lender may require.

4. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and 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 the Borrower is obligated to make under the Security Instrument.

5. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

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6. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification. [Check applicable box(es)]

- 1-4 Family Rider - Assignment of Rents
- Modification Due on Transfer Rider
- Bankruptcy Rider
- Other Rider

[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

07 Jan 2009  
Date

Wieslaw Modzelewski (Seal)  
Wieslaw Modzelewski -Borrower

07 Jan 2009  
Date

Elzbieta Modzelewski (Seal)  
Elzbieta Modzelewski -Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
-Borrower (Seal)

\_\_\_\_\_  
Date

\_\_\_\_\_  
-Borrower (Seal)

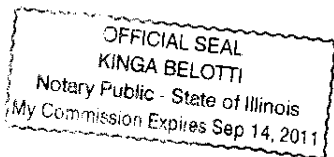
### BORROWER ACKNOWLEDGMENT

State of Illinois §  
County of Cook §

On this 07<sup>th</sup> day of January 2009, before me,  
Kinga Belotti [name of notary], a Notary Public in and for said state,  
personally appeared Wieslaw Modzelewski and Elzbieta Modzelewski

[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)



Kinga Belotti  
Kinga Belotti  
KINGA BELOTTI  
Type or Print Name of Notary  
Notary Public, State of ILLINOIS  
My Commission Expires: SEPT 14, 2011

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Freddie Mac Loan No.: 468284745  
Loan No.: 0040521783

Aurora Loan Services LLC  
-Lender

1-12-09  
-Date

By: *S. Merriman*  
Shawnda Merriman  
Its: Sr. Vice President

### LENDER ACKNOWLEDGMENT

State of Colorado §  
County of Douglas §

On this 12 day of January, 2009, before me,  
Tamara M Twomey [name of notary], a Notary Public in and for said state,  
personally appeared Shawnda Merriman, Sr. Vice President  
[name of officer or agent, title of officer or agent] of Aurora Loan Services LLC

[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)

Tamara M Twomey  
NOTARY PUBLIC  
State of Colorado  
My Commission Expires Oct 28, 2012

*Tamara M Twomey*  
Tamara M Twomey  
Type or Print Name of Notary  
Notary Public, State of Colorado  
My Commission Expires: 10-28-2012

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## MODIFICATION DUE ON TRANSFER RIDER

Freddie Mac Loan No.: 468284745  
 Loan No.: 0040521783

THIS MODIFICATION DUE ON TRANSFER RIDER, effective the 1st day of January, 2009 and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Wleslaw Modzelewski and Elzbieta Modzelewski, husband and wife

(the "Borrower")

and Aurora Loan Services LLC

(the "Lender")

covering the Property described in the Loan Modification Agreement located at: 3235 North Neenah Avenue, Chicago, Illinois 60634

[Property Address]

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, as its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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.

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Freddie Mac Loan No.: 468284745  
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B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

07 Jan 2009  
Date

*Wieslaw Modzelewski* (Seal)  
Wieslaw Modzelewski -Borrower

07 Jan 2009  
Date

*Elzbieta Modzelewski* (Seal)  
Elzbieta Modzelewski -Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seal)  
-Borrower

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Freddie Mac Loan No.: 468284745  
Loan No.: 0040521783

Aurora Loan Services LLC

-Lender

1-12-09

-Date

By: *S. Merriman*  
Shawnda Merriman

Its: Sr. Vice President

Property of Cook County Clerk's Office