



Doc#: 0909915004 Fee: \$50.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 04/09/2009 08:37 AM Pg: 1 of 8

**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.: 468168613  
Loan No.: 0046138970

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  
Mary Ellen Esposito ("Borrower/Grantor") and  
Aurora Loan Services LLC ("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 23rd, 2007, in the  
original principal sum of U.S. \$ 220,500.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the  
"Security Instrument"), recorded on May 11th, 2007, in Book/Liber N/A, Page N/A,  
Instrument No. 0713154031, 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 8037 South 83rd Avenue, Justice, Illinois 60458

54  
p 8  
M. W.

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Freddie Mac Loan No.: 468168613

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That real property is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

PARCEL I.D. No.: 18-35-212-008

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 \$ 26,087.00 , 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. \$ 246,587.00
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. \$ 1,356.76 , beginning on the 1st day of February, 2009 and continuing thereafter on the same day of each succeeding month. If on January 1st, 2009 , (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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Freddie Mac Loan No.: 468168613  
Loan No.: 0046138970

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].

December 22, 2008 \_\_\_\_\_ (Seal)  
Date Mary Ellen Esposito -Borrower

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

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

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

### BORROWER ACKNOWLEDGMENT

State of Illinois §  
County of Cook §

On this 22<sup>nd</sup> day of December, 2008, before me, MARGARET SCHAR, [name of notary], a Notary Public in and for said state, personally appeared Mary Ellen Esposito

[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.



\_\_\_\_\_  
Margaret Schar  
MARGARET SCHAR  
Type or Print Name of Notary  
Notary Public, State of ILLINOIS  
My Commission Expires: August 12, 2011

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Freddie Mac Loan No.: 468168613  
Loan No.: 0046138970

Aurora Loan Services LLC  
-Lender

1/2/09  
-Date  
~~Amba Paxton~~

By: S. Merriman 1/2/09  
Shawnda Merriman  
Its: Sr. Vice President

### LENDER ACKNOWLEDGMENT

State of Colorado §  
County of Douglas §

On this 2nd day of January, 2009, before me,  
Charmaine Elven [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

known to me to be the person who executed the within instrument on behalf of said entity, and acknowledged to me that ~~he~~ she executed the same for the purpose therein stated.

(Seal)

Charmaine Elven  
NOTARY PUBLIC  
State of Colorado

My Commission Expires Aug 29, 2011

Charmaine Elven  
Charmaine Elven  
Type or Print Name of Notary

Notary Public, State of Colorado  
My Commission Expires: 8/29/2011

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## EXHIBIT "A"

LOT 105 IN WESLY FIELDS, A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FROM SAID WEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTH 10 RODS OF THE EAST 8 RODS THEREOF) IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON January 5, 1954, AS DOCUMENT NUMBER 1501

FOR INFORMATION ONLY 18-35-212-008

8037 SOUTH 83RD AVENUE JUSTICE IL 60458

PLEASE NOTE THE PROPERTY ADDRESS AND ZIP CODE ARE PROVIDED FOR CONVENIENCE ONLY AND ARE NOT INSURED

PARCEL ID NUMBER: 18-35-212-008

Property of Cook County Clerk's Office

**UNOFFICIAL COPY****MODIFICATION DUE ON TRANSFER RIDER**

Freddie Mac Loan No.: 468168613  
 Loan No.: 0046138970

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 Mary Ellen Esposito

(the "Borrower")

and Aurora Loan Services LLC

(the "Lender")

covering the Property described in the Loan Modification Agreement located at: 8037 South 83rd Avenue, Justice, Illinois 60458

[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.: 468168613  
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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.

Date December 22, 2008

Mary Ellen Esposito (Seal)  
Mary Ellen Esposito -Borrower

Date \_\_\_\_\_

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

Date \_\_\_\_\_

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


Date \_\_\_\_\_

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

# UNOFFICIAL COPY

Freddie Mac Loan No.: 468168613  
Loan No.: 0046138970

Aurora Loan Services LLC  
-Lender

  
1/2/09 -Date

Amber Paxton VP-MERS  
Amber Paxton 1

By: S. Merriman 1/2/09  
Shawnda Merriman

Its: Sr. Vice President

Property of Cook County Clerk's Office