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Doc#: 0911717059 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/27/2009 02:45 PM 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, TX 75087

Loan No.: 0011455607

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective April 1st, 2009, between
Marguerite Brown and Douglas Brown, wife and husband
("Borrower/Grantor") and
RBS Citizens, N.A., f/k/a Citizens Bank, N.A., s/b/m to Charter One Bank N.A.

("Lender/Grantee"),
whose address is 10561 Telegraph Road, Glen Allen, Virginia 23059
and amends and supplements (1) the Note (the "Note") made by the Borrower, dated July 18th, 2005, in the
original principal sum of U.S. \$ 225,000.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the
"Security Instrument"), recorded on July 28, 2005, in Book/Liber N/A, Page N/A,
Instrument No. 0520935324, 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 3115 South Michigan Avenue, Chicago, Illinois 60616

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Loan No.: 0011455607

That real property is described as follows:

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

PIN: 17-34-102-051-1008

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 \$ 1,012.64 , have been added to the indebtedness under the terms of the Note and Security Instrument. As of April 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. \$ 189,997.27 .

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 5.500 % , beginning April 1st, 2009 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,306.97 , beginning on the 1st day of May, 2009 and continuing thereafter on the same day of each succeeding month. If on April 1st, 2029 (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 CCO Mortgage, 10561 Telegraph Road, Glen Allen, Virginia 23059 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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Loan No.: 0011455607

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

3-26-09
 Date _____ Marguerite Brown (Seal)
 _____ Marguerite Brown -Borrower

3-26-09
 Date _____ Douglas Brown (Seal)
 _____ Douglas Brown -Borrower

_____ (Seal)
 Date _____ -Borrower

_____ (Seal)
 Date _____ -Borrower

BORROWER ACKNOWLEDGMENT

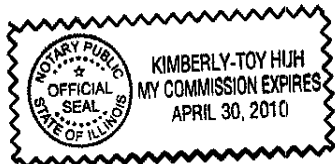
State of Illinois

County of Cook

On this 26th day of March, 2009, before me,
 Kimberly-Toy Huh [name of notary], a Notary Public in and for said state,
 personally appeared Marguerite Brown and Douglas Brown

[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)


KIMBERLY TOY HUH
 Type or Print Name of Notary
 Notary Public, State of ILLINOISMy Commission Expires: 4-30-2010

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Loan No.: 0011455607

RBS Citizens, N.A., f/k/a Citizens Bank, N.A.,
s/b/m to Charter One Bank N.A. -Lender

March 30, 2009
-Date

By:

Andre T. Smith
Andre T. Smith

Its:

Officer

LENDER ACKNOWLEDGMENT

State of Virginia §

County of Henrico §

On this 30th day of March, 2009, before me,
Sheri C. Deal [name of notary], a Notary Public in and for said state,
personally appeared Andre T. Smith, Officer
[name of officer or agent, title of officer or agent] of RBS Citizens, N.A., f/k/a Citizens Bank, N.A., s/b/m to
Charter One Bank N.A.

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. [name of entity]

(Seal)

Sheri C Deal

Sherri C. Deal
Type or Print Name of Notary SHERRI C. DEAL
NOTARY PUBLIC
Notary Public, State of COMMONWEALTH OF VIRGINIA
COMMISSION ID # 272827
My Commission Expires JAN. 31, 2011

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Loan No.: 0011455607

EXHIBIT "A"

PARCEL 1: UNIT 3115-201 IN THE MICHIGAN INDIANA PLACE CONDOMINIUM (AS HEREINAFTER DESCRIBED), TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, WHICH UNIT AND COMMON ELEMENTS ARE COMPRISED OF:

(A) THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1 (H) OF THE CONDITIONS AND STIPULATIONS OF THE POLICY), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: ILLINOIS INSTITUTE OF TECHNOLOGY, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, AS LESSOR, AND MICHIGAN PLACE LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS LESSEE, DATED DECEMBER 7, 1999, WHICH LEASE WAS RECORDED FEBRUARY 29, 2000 AS DOCUMENT 00147967, AND ASSIGNMENT THERETO RECORDED APRIL 27, 2001 AS DOCUMENT NUMBER 0010346352 WHICH LEASE DEMISES THE LAND (AS HEREINAFTER DESCRIBED) FOR A TERM OF YEARS ENDING DECEMBER 31, 2098 (EXCEPT THE BUILDING AND IMPROVEMENTS LOCATED ON THE LAND); AND

(B) OWNERSHIP OF THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE FOLLOWING DESCRIBED LAND:

CERTAIN PARTS OF BLOCK 1 IN CHARLES WALKER'S SUBDIVISION OF THAT PART NORTH OF THE SOUTH 60 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS DELINEATED ON A SURVEY IS ATTACHED AS EXHIBIT P TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0010205352, AS AMENDED FROM TIME TO TIME, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF P- & L.C.E. 10, LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID.

TAX ID # 17-34-102-051-1008