

# UNOFFICIAL COPY

Doc#: 0914008310 fee: \$60.00  
Date: 05/20/2009 09:05 AM Pg: 1 of 8  
Cook County Recorder of Deeds  
\*RHSP FEE \$10.00 Applied

**When recorded mail to: MOD REC**  
Equity Loan Services, Inc.  
Loss Mitigation Title Services- LMST  
1100 Superior Ave., Ste 200  
Cleveland, OH 44114 **513 8702**  
Attn: National Recordings 1120

Prepared by: Helen Weigand

Taylor, Bean, & Whitaker Loan: 2042505  
Freddie Mac Loan Number: 476832721  
MERS MIN: 100029500020425058 MERS Phone: 1-888-679-6377

THIS MODIFICATION AGREEMENT 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 1, 2009, between Robin Howell

**UNMARRIED**

Taylor, Bean & Whitaker Mortgage Corp. ("Borrower(s)" and ("Lender"),  
Mortgage Electronic Registration Systems, Inc. as nominee for  
Taylor, Bean & Whitaker ("Mortgagee") amends and supplements  
(1) the Mortgage, deed of Trust, Security Deed, Note (the "Note") made by the Borrower and , dated  
October 19, 2007 and granted or assigned to Mortgage Electronic Registration Systems, Inc. as  
mortgagee of record (solely as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint,  
Michigan 48501-2026) in the original principal sum of U.S. \$ 76,200.00 ,  
and (2) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), recorded on  
October 24, 2007 , in Book/Libra 1800  
, at page(s) 96 , or Instrument Number N/A  
, of the Official Records of Cook County in the State of Illinois  
[County and state, or other jurisdiction].

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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 524 Parry Avenue, Mansfield OH 44905 [Property Address].

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That real property is described as follows:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE PART HEREOF:

The Borrower(s) 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(s) and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower(s) and the 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(s) represents that the Borrower(s) () is, () is not, the occupant of the Property.
2. The Borrower(s) 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 U.S. \$4,422.26 have been added to the indebtedness under the terms of the Note and Security Instrument. As of January 1, 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. \$80,019.07.
3. The Borrower(s) promise(s) 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 rate of 6.1250%, beginning January 1, 2009. The Borrower(s) promises to make monthly payment of principal and interest U.S. \$447.27, beginning on February 1, 2009, and continuing thereafter on the same date of each succeeding month. If on January 1, 2049, (the "Modified Maturity Date"), the Borrower(s) still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower(s) will pay these amounts in full on the Modified Maturity Date. The Borrower(s) will make such payments at **Taylor, Bean & Whitaker Mortgage Corp, 1417 N. Magnolia Ave, Ocala, Florida 34475** or at such other place as the Lender may require.

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4. If at any time the Borrower(s) is in default, the Lender may, by providing a written notice to the Borrower(s), notify the Borrower(s) that the Borrower(s) is/are in default and that the interest which will be charged on the Unpaid Principal Balance may be increased to a yearly rate of 6.8750% beginning on an effective date stated in the notice. That date will be at least thirty (30) days after the date on which the notice is delivered or mailed to the Borrower(s). If the Borrower(s) defaults, the Lender may, at its election, require the Borrower(s) to pay immediately the Unpaid Principal Balance that remains unpaid at that time, all interest that has accrued but not been paid, and any other sums that are evidenced and secured by the Note or Security Instrument. If the Lender does not require that such payment be made immediately, the Borrower(s) shall pay an increased monthly payment that will be based upon the interest rate stated in this Paragraph 4 instead of the interest rate stated in Paragraph 3. The Borrower(s) acknowledges that the increased rate of interest will only be charged if the Borrower(s) does not meet its obligations under Note and Security Instrument, as modified by the Modification.
5. Except to the extent that they are modified by this Modification, the Borrower(s) 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(s) is/are obligated to make under the Security Instrument.
6. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note or 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(s) and the Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
7. If one or more riders are executed by the Borrower(s) 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 part of this Modification. [Check applicable box(es)]

( ) 1-4 Family Rider - Assignment of Rents

( X ) Modification Due on Transfer Rider

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

1-14-09  
Date

Robin Howell (Seal)  
Robin Howell Borrower

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

(Two witnesses required for Borrower(s))  
(One may be the Notary)

Judy Pollock  
Witness

Emily M. Clive  
Witness

1-23-09  
Date

Taylor, Bean & Whitaker Mortgage Corporation  
\_\_\_\_\_  
Lender

(Corporate Seal is Required)

By: Erla Carter-Shaw  
Erla Carter-Shaw

Its: Executive Vice President

By: Elizabeth A. Bailey  
Elizabeth A. Bailey, on behalf of  
Mortgage Electronic Registration Systems, Inc.

James A. Davis  
Witness

Johannee Lewis  
Witness



[See Attached Acknowledgments]

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## BORROWER ACKNOWLEDGMENT

State of: Ohio

**UNMARRIED**

County of: Fitchland

Before me, a Notary Public, in and for said County, personally appeared the above named  
Robin Howell

who is personally

known to me or who has produced Drivers License  
[type of identification] Who 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  
this 14 day of January 2009 [date]

(Notary Seal is Required)

Misti Young (Signature)

Notary Public, state of: Ohio

My Commission Expires: Feb 10, 2009



**MISTI  
YOUNG**  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission  
Expires  
February 10, 2009

## LENDER ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared Erla Carter-Shaw, the Executive  
Vice President of Taylor, Bean & Whitaker Mortgage Corporation, Elizabeth A. Dailey Mortgage Electronic Registration Systems, Inc.  
known to me to be a person(s) whose name is subscribed to the following instrument, and acknowledged to me that he/she executed the  
same for the purpose and consideration therein expressed as the act and deed of said corporation/association and in  
the capacity therein stated.

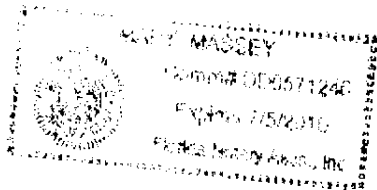
In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at  
this 23rd day of JANUARY 2009 [date]

(Notary Seal is Required)

[Signature] (Signature)

Notary Public, state of: FL

My Commission Expires: 7/5/10



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## MODIFICATION DUE ON TRANSFER

THIS MODIFICATION DUE ON TRANSFER RIDER, effective on January 1, 2009 is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Robin Howell

(the "Borrower(s)")  
 and Taylor, Bean & Whitaker Mortgage Corporation (the "Lender") covering the Property described in the Loan Modification Agreement located at:

524 Parry Avenue, Mansfield OH 44905

[Property Address]

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower(s) 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(s) agrees as follows:

### **Transfer of the Property of a Beneficial Interest in Borrower(s).**

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower(s) is sold or transferred and Borrower(s) is not a natural person) without Lender's prior written consent, Lender may, at 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(s) notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Borrower(s) must pay all sums secured by the Security Instrument. If Borrower(s) fail(s) 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(s).

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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.

1-14-09  
Date

Robin Howell (Seal)  
Robin Howell Borrower

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

(Two witnesses required for Borrower(s))  
(one may be the Notary)

Jay Colbeck Witness  
Emily M. Cline Witness

1-23-09  
Date

Taylor, Bean & Whitaker Mortgage Corporation  
\_\_\_\_\_  
Lender

By: [Signature]  
Erla Carter-Shaw

(No witnesses required for Lender)

Its: Executive Vice President

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Situated in the Township of Madison, County of Richland, and State of Ohio:

And being a part of the Southeast Quarter of Section 14, Township 21 North Range 18 West and being more particularly described as follows:

Commencing at a mag nail spike found and accepted as marking the Southeast corner of said Quarter;

Thence North 89 deg. 37' 48" West with the South line of said Quarter, the same being the centerline of Grace Street, a distance of 817.52 feet to a railroad spike found and accepted as marking the point of intersection of said South line and said centerline with the centerline of Parry Street;

Thence North 00 deg. 15' 27" East with said centerline of Parry Street, a distance of 792.38 feet to a mag nail spike set marking the Northwest corner of a parcel currently owned by J. Jordan (Deed Reference: ORV 29, Page 437), the same being the Southeast corner of a parcel currently owned by A. and S. Adams (Deed Reference: ORV 909, Page 713), the place of beginning of the parcel herein described;

Thence, continuing North 00 deg. 15' 27" East with said centerline, a distance of 65.00 feet to a mag nail spike set marking the Northwest corner of said Adams parcel. The same being the Southwest corner of a parcel currently owned by R.A. Vance (Deed Reference: ORV 391, Page 158).



Thence, South 89 deg. 30' 44" East with the North line of said Adams parcel and the South line of said Vance parcel, passing through an iron pin found for reference at 30.89 feet, a total distance of 408.11 feet to an iron pin set marking the Northeast corner thereof, the same being the Southeast corner of said Vance Parcel;

Thence South 00 deg. 22' 22" West with the East line of said Adams parcel a distance of 65.00 feet to an iron pin set marking the Southeast corner thereof, the same being the Northeast corner of said Jordan parcel;

Thence, North 89 deg. 30' 44" West with the South line of said Adams parcel and the North line of said Jordan parcel, passing through an iron pin set for reference at 377.98 feet, a total distance of 407.98 feet to the place of beginning, containing 0.61 of an acre, according to survey by Douglas C. Seiler, Professional Surveyor #6869 on June 27, 2002, but subject to the right of way of Parry Street.

Iron pins set are 5/8" rods with capped stamped "Seiler 6869". Bearings are based on survey L 261 on file at the Richland County Tax Map Department and are intended to be used for angular determination only.

524 Parry Street  
Mansfield, Ohio 44905

 HOWELL  
40555592 OH  
FIRST AMERICAN ELS  
MODIFICATION AGREEMENT  


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