

# UNOFFICIAL COPY



Doc#: 0916919018 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 06/18/2009 09:31 AM 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, Texas 75087

[Space Above This Line For Recording Data]

Loan No.: 91105015  
MERS No.: 100052654215423171

MERS Phone: 1-888-679-6377

## LOAN MODIFICATION AGREEMENT

(Providing for Initial Temporary Fixed Rate with  
Conversion to Original Adjustable Interest Rate Note terms)

This Loan Modification Agreement ("Agreement"), effective this 1st day of May, 2008, between Mayurut Barker n/k/a Mayurut Tareelap, divorced and not, since remarried ("Borrower/Grantor") and HSBC Bank USA, National Association, as Indenture Trustee of the Fieldstone Mortgage Investment Trust, Series 2006-2 by: Litton Loan Servicing LP as its attorney-in-fact ("Lender/Grantee"), and Mortgage Electronic Registration Systems, Inc. ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Timely Payment Rewards Rider, if any, dated May 17th, 2006, 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 and recorded on May 24, 2006, in Book/Liber N/A, Page N/A, Instrument No. 0614443325, Official Records of Cook County, Illinois, and (2) the adjustable rate note (the "Note"), bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in said Security Instrument and defined therein as the "Property," located at 235 Flora Avenue, Glenview, Illinois 60025

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the real property described being set forth as follows:

LOT 22 IN EUGENIA BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL ID NUMBER: 09-12-307-018-0000

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

1. As of May 1st, 2008, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 398,811.59, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender.

2. **Initial Temporary Fixed Interest Rate and Payment:** Interest will be charged on the Unpaid Principal Balance at the yearly fixed rate of 9.550 %, from May 1st, 2008 until May 1st, 2010. Borrower promises to make twenty-five (25) monthly payments of principal and interest of U.S. \$3,409.57, beginning on the 1st day of June, 2008. Borrower will continue making monthly principal and interest payments on the same day of each succeeding month until June 1st, 2010.

3. **Adjustable Interest Rate and Payment:** Interest will be charged on the Unpaid Principal Balance from June 1st, 2010. The interest rate Borrower will pay will be determined in accordance with the terms of the Note and may change every six (6) months in accordance with the terms of the Note. Borrower promises to make monthly payments of principal and interest beginning on the 1st day of July, 2010. The amount of Borrower's monthly principal and interest payments will be determined in accordance with the terms of the Note and may change in accordance with the terms of the Note. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the 1st day of June, 2036, which is the present or extended Maturity Date.

**Borrower understands and acknowledges that the Note contains provisions allowing for changes in the interest rate and the monthly payment. The Note limits the amount the Borrower's interest rate can change at any one time and the maximum rate the Borrower must pay.**

4. If on 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.

5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation agreement of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

6. 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, the Note and Security Instrument are expressly reserved by Lender.

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(c) All terms and provisions of any interest only 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 interest only terms, said terms and provisions are forever cancelled, null and void, as of the date specified in paragraph No. 1 above.

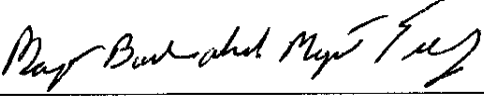
(d) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.

(e) 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.

(f) 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.

(g) 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.

7. This Agreement will not be binding or effective unless and until it has been signed by both Borrower and Lender.

<u>4/27/08</u> _____ Date	 _____ (Seal) Mayurut Barker n/k/a Mayurut Tareelap -Borrower
_____ Date	_____ (Seal) -Borrower
_____ Date	_____ (Seal) -Borrower
_____ Date	_____ (Seal) -Borrower

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## BORROWER ACKNOWLEDGMENT

State of Illinois §  
County of Cook §

On this 27<sup>th</sup> day of June, 2008 KASIA TRZCINSKA before me,  
Kasia Trzcinska [name of notary], a Notary Public in and for said state,  
personally appeared Mayurut Barker n/k/a Mayurut Tareelap

[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)

Kasia Trzcinska  
Kasia Trzcinska  
KASIA TRZCINSKA  
Type or Print Name of Notary

Notary Public, State of ILLINOIS

My Commission Expires: December 19<sup>th</sup>, 2009



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Loan No.: 91105015

FEB 10 2009

-Date

FEB 10 2009

-Date

HSBC Bank USA, National Association, as  
Indenture Trustee of the Fieldstone Mortgage -Lender  
Investment Trust, Series 2006-2 by: Litton  
Loan Servicing LP as its attorney-in-fact


Mortgage Electronic Registration Systems, Inc.  
-Mortgagee

By: 

Yolanda M. Martinez

Printed/Typed Name: Yolanda M. Martinez

Its: Asst. V-President

By: 

Anna Roberts

Printed/Typed Name: ANNA ROBERTS

Its: Assistant Secretary

## LENDER/MORTGAGEE ACKNOWLEDGMENT

State of Texas §

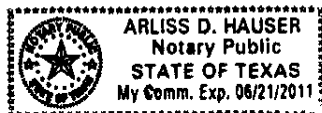
County of Harris §

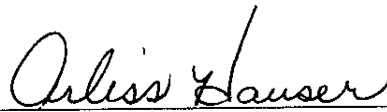
On this 10 day of February, 2009, before me,

~~ARLISS HAUSER~~ Arliss D. Hauser [name of notary], a Notary Public in and for said state,  
personally appeared Yolanda M. Martinez of HSBC Bank USA, National Association, as Indenture  
Trustee of the Fieldstone Mortgage Investment Trust, Series 2006-2 by: Litton Loan Servicing LP as its attorney-  
in-fact

and ANNA ROBERTS, Assistant Secretary of Mortgage Electronic Registration  
Systems, Inc., Mortgagee, personally 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)





Arliss D. Hauser Notary Signature

~~ARLISS HAUSER~~

Type or Print Name of Notary

Notary Public, State of Texas

My Commission Expires: JUN 21 2011