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Doc#: 0917639006 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/25/2009 09:43 AM Pg: 1 of 5

Mortgage Services Loan Number 0040546053

MERS Min No. 100020000405460530

Drafting by: Renard Foxworth
Renard Foxworth

Drafted at:
Mortgage Services
4001 Leadenhall Road
Mt. Laurel, NJ 08054
(877)766-8244

County Recorder,
Record and return to:
Mortgage Services
4001 Leadenhall Rd
Mt. Laurel, NJ 08054
Attn: Document Control
P.I.N. 27304120070000

ORIGINAL

This document is dated: 4/8/09

LOAN MODIFICATION AGREEMENT

**Three Original Loan Modification Agreements must be executed by the Borrower
One Original is to be filed with the note and one Original is to be recorded in the Land
Records where the Security Instrument is recorded**

This Loan Modification Agreement ("Agreement"), between **RONALD E. IRACE JR** ("Borrower(s)") and **Coldwell Banker Mortgage/ JV** (Lender), "MERS" is a Mortgage Electronic Registration System, Inc. MERS is a separate corporation that is acting solely as a nominee for the Lender and Lender's successors and assigns. MERS is mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated **01/05/2007** securing the original principal sum of **\$271,900.00 and recorded on 01/29/2007, with the File/Instrument No.0702954018** of the County of **COOK** and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument as the "Property", located at **17202 LAKEBROOK DR, ORLAND PARK, IL 60467** the real property described being set forth as follows:

LEGAL DESCRIPTION: See Attached

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):

SV
JS
SN
Miy
KW

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1. As of the **First** day of **May 2009**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$273,300.67** consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **5.875%**, beginning on the **First** day of **May 2009**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$2,542.22** beginning on the **First** day of **June 2009** and continuing thereafter on same day of each succeeding month until principal and interest are paid in full. If on **02/01/2022** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at 4001 Leadenhall Road Mt. Laurel, NJ 08054 or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the 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; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and

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(b) all terms and provisions of any adjustable rate rider 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 such terms and provisions as those referred to in (a) above.

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

Christina Neitzke (Seal)
CHRISTINA NEITZKE -Witness

Ronald E. Irace Jr (Seal)
RONALD E. IRACE JR -Borrower
(Must Sign In Black Ink Only)

Veronica L. Cosentino (Seal)
Veronica L. Cosentino -Witness

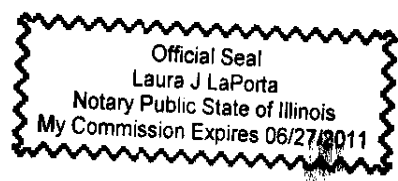
____ (Seal)
____ -Borrower
(Must Sign In Black Ink Only)

STATE OF: IL
COUNTY OF: Cook

Be it remembered, that on this 8th day of April 2009 before me, the subscriber a NOTARY PUBLIC, personally appeared **RONALD E. IRACE JR** who I am satisfied is/are the person(s) who signed the within instrument, and I acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed. All of which is hereby certified.

Sworn and Subscribed before me on this 8 day of April 2009.

Laura J. LaPorta (Seal)
(Must Sign In Black Ink Only) Notary Public
Laura J. LaPorta



DO NOT PLACE NOTARIAL STAMP OR SEAL BELOW THIS LINE

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Loan Modification Agreement-Single Family--Fannie Mae/Freddie Mac Uniform Instrument
[Space Below This Line For Acknowledgments]

MERS, acting solely as a nominee for:

Coldwell Banker Mortgage/ JV

By: [Signature]
Marc J. Hinkle, Vice President

STATE OF: NJ
COUNTY OF: Burlington

On this 8 day of June 2009 before me, Diana L. Erlston Notary Public, Marc J. Hinkle Vice President of CORPORATION, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to be within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: [Signature]
(**Must Sign In Black Ink Only**)
DIANA L. ERLSTON
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES: 07/31/2011

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PARCEL 1: THAT PART OF LOT 1 IN BROOK HILLS P.U.D. TOWNHOMES PHASE ONE, BEING A PLANNED UNIT DEVELOPMENT IN THE SOUTHEAST ¼ OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY SOUTHWEST CORNER OF SAID LOT; THENCE SOUTH 73 DEGREES 42 MINUTES 58 SECONDS EAST ALONG A SOUTHWESTERLY LINE OF SAID LOT FOR A DISTANCE OF 42.58 FEET TO A CORNER OF SAID LOT; THENCE NORTH 16 DEGREES 17 MINUTES 02 SECONDS EAST ALONG AN EASTERLY LINE OF SAID LOT FOR A DISTANCE OF 12.44 FEET TO A CORNER OF SAID LOT; THENCE SOUTH 73 DEGREES 42 MINUTES 58 SECONDS EAST ALONG A SOUTHERLY LINE OF SAID LOT FOR A DISTANCE OF 29.25 FEET TO A CORNER OF SAID LOT; THENCE NORTH 16 DEGREES 17 MINUTES 02 SECONDS EAST ALONG AN EASTERLY LINE OF SAID LOT FOR A DISTANCE OF 21.17 FEET TO A CORNER OF SAID LOT; THENCE ALONG A SOUTHERLY LINE OF SAID LOT FOR A DISTANCE OF 5.00 FEET TO A CORNER OF SAID LOT; THENCE NORTH 16 DEGREES 17 MINUTES 02 SECONDS EAST ALONG AN EASTERLY LINE OF SAID LOT FOR A DISTANCE OF 1.04 FEET TO A POINT OF BEGINNING; THENCE NORTH 73 DEGREES 42 MINUTES 56 SECONDS WEST 51.06 FEET; THENCE NORTH 16 DEGREES 17 MINUTES 02 SECONDS EAST 3.41 FEET TO A CORNER OF SAID LOT; THENCE CONTINUE NORTH 16 DEGREES 17 MINUTES 02 SECONDS EAST ALONG A WESTERLY LINE OF SAID LOT FOR A DISTANCE OF 27.66 FEET TO A CORNER OF SAID LOT; THENCE SOUTH 73 DEGREES 42 MINUTES 58 SECONDS EAST ALONG A NORTHERLY LINE OF SAID LOT FOR A DISTANCE OF 17.00 FEET TO A CORNER OF SAID LOT; THENCE NORTH 16 DEGREES 17 MINUTES 02 SECONDS EAST ALONG A WESTERLY LINE OF SAID LOT FOR A DISTANCE OF 13.64 FEET TO A CORNER OF SAID LOT; THENCE SOUTH 73 DEGREES 42 MINUTES 58 SECONDS EAST ALONG A NORTHERLY LINE OF SAID LOT FOR A DISTANCE OF 64.43 FEET TO A CORNER OF SAID LOT; THENCE CONTINUE 73 DEGREES 42 MINUTES 58 SECONDS EAST ALONG AN EASTERLY EXTENSION OF SAID NORTHERLY LINE FOR A DISTANCE OF 3.42 FEET; THENCE SOUTH 16 DEGREES 17 MINUTES 02 SECONDS WEST 43.62 FEET TO A SOUTHERLY LINE OF SAID LOT; THENCE NORTH 73 DEGREES 42 MINUTES 02 SECONDS WEST ALONG AN EASTERLY LINE OF SAID LOT FOR A DISTANCE OF 1.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR INGRES AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BROOK HILLS TOWNHOMES RECORDED OCTOBER 18, 1989 AS DOCUMENT NUMBER 89492454 AND AS CREATED BY DEED RECORDED AS DOCUMENT NUMBER 91591535.

PARCEL 3: NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 FOR VEHICULAR INGRESS AND EGRESS OVER LOTS A & B AND OVER ,UPON, AND THROUGH LOT 1 EXCEPT FOR THAT PORTION OF SAID LOT WHICH THE BUILDING IS LOCATED AS SET FORTH IN THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT NUMBER 89492483 AND CREATED BY DEED REFERRED TO IN PARCEL 2 ABOVE.

Pln. 27-30-412-007