

# UNOFFICIAL COPY



Doc#: 0918703000 Fee: \$50.25  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 07/06/2009 09:15 AM Pg: 1 of 7

After signing, return to:  
Taylor, Bean & Whitaker Mortgage Corp.  
Attention: Loss Mitigation Department  
1417 N. Magnolia Ave.  
Ocala, Florida 34475

Prepared by: Gail Carter

Taylor, Bean, & Whitaker Loan: 1395436  
FHA Loan Number: 1373503539  
MERS MIN: 100029500013954361 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 October 1, 2008, between  
Victor Graham  
and Olivia H. Graham

Taylor, Bean & Whitaker Mortgage Corp.  
Mortgage Electronic Registration Systems, Inc. as nominee for  
Taylor, Bean and Whitaker Mortgage Corporation ("Mortgagee") amends and supplements  
(1) the Mortgage, deed of Trust, Security Deed, Note (the "Note") made by the Borrower and , dated  
October 26, 2006 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. \$ 240,108.00  
and (2) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), recorded on  
December 1, 2006, in Book/Libra n/a  
, at page(s) n/a, or Instrument Number 0633549235 /  
, of the Official Records of Cook County in the State of Illinois  
[County and state, or other jurisdiction].

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  
3316 Holden Circle, Matteson, IL 60443--  
[Property Address].

S-Y  
P-7  
M-Y  
M-S

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That real property is described as follows:

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

LOT 32 IN HOLDEN PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 25 AND PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, IN TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
 PIN # 31262150190000

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. \$7,080.82 have been added to the indebtedness under the terms of the Note and Security Instrument. As of October 1, 2008, 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. \$251,258.87.
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 6.0000%, beginning October 1, 2008. The Borrower(s) promises to make monthly payment of principal and interest U.S. \$1,506.42, beginning on November 1, 2008, and continuing thereafter on the same date of each succeeding month. If on October 1, 2038, (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 6.0000% 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].

9-15-08  
Date

[Signature] (Seal)  
Victor Graham Borrower

9-15-08  
Date

[Signature] (Seal)  
Olivia H. Graham Borrower

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

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

[Signature]  
Witness  
[Signature]  
Witness

10/24/08  
Date

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

(Corporate Seal is Required)

By: [Signature]  
Erla Carter-Shaw

Its: Executive Vice President

By: [Signature]  
Elizabeth A. Dailey, on behalf of  
Mortgage Electronic Registration Systems, Inc.

[Signature]  
Witness

[Signature]  
Witness



[See Attached Acknowledgments]

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## BORROWER ACKNOWLEDGMENT

State of: ILLINOIS

County of: COOK

Before me, a Notary Public, in and for said County, personally appeared the above named  
Victor Graham and Olivia H. Graham

known to me, who has produced Drivers Lic. # G650-8605-9369 Victor Graham who is personally  
[type of identification]. Who acknowledged that he/she did sign the foregoing instrument, and that the same is  
his/her free act and deed. # G650-6485-8840 - Olivia H. Graham

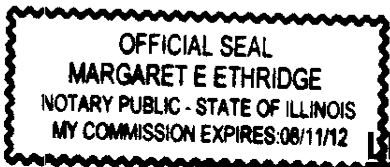
In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at  
this 15<sup>th</sup> day of September 2008 [date]

(Notary Seal is Required)

Margaret E. Ethridge (Signature)

Notary Public, state of: Illinois

My Commission Expires: 8-11-12



## LENDER ACKNOWLEDGMENT

State of: Florida

County of: Marion

BEFORE ME, the undersigned authority, on this day personally appeared Erin 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.

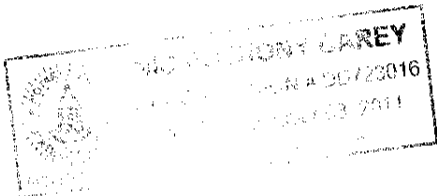
In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at  
this 24<sup>th</sup> day of October 2008 [date]

(Notary Seal is Required)

Wendy A. Carey (Signature)

Notary Public, state of: FL

My Commission Expires: 10/8/11



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## MODIFICATION DUE ON TRANSFER

THIS MODIFICATION DUE ON TRANSFER RIDER, effective on October 1, 2008  
 is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement  
 of the same date made by Victor Graham  
 and Olivia H. Graham

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

3316 Holden Circle, Matteson, IL 60443

[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.

9-15-08  
Date

[Signature] (Seal)  
Victor Graham Borrower

9-15-08  
Date

[Signature] (Seal)  
Olivia H. Graham Borrower

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

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

[Signature] Witness  
[Signature] Witness

10/24/08  
Date

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

By: [Signature]  
Eria Carter-Shaw  
Its: Executive Vice President

(No witnesses required for Lender)