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Doc#: 0918708056 fee: \$52.00
Date: 07/06/2009 09:28 AM Pg: 1 of 4
Cook County Recorder of Deeds
*RHSP FEE \$10.00 Applied

~~RECORD AND RETURN TO:~~

FIRST AMERICAN TITLE
P.O. BOX 27670
SANTA ANA, CA 92799-7670
ATTN: LMTS
Prepared by: JAY ANDERSON

When recorded mail to: MPG
Equity Loan Services, Inc.
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200 *514051*
Cleveland, OH 44114
Attn: National Recordings 1120

Tax Parcel No.: *2007* 4080040000

FHA Case No. 137-3840479
501810731

LOAN MODIFICATION AGREEMENT *40772944*

Original Recorded Date: FEBRUARY 15, 2008

This Loan Modification Agreement ("Agreement"), made this MAY 22, 2009
between CAROLYN D WHITEURST, A SINGLE PERSON

(u)

("Borrower"), whose address is

4127 INDIAN HILL DRIVE
COUNTRY CLUB HILLS, ILLINOIS 60478
and
FLAGSTAR BANK, FSB

("Lender"), whose address is 5151 CORPORATE DRIVE
TROY, MICHIGAN 48098

and given to Mortgage Electronic Registrations Systems, Inc. ("MERS") (solely as nominee for Lender, and Lender's successors and assigns), as beneficiary, 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 Security Deed (the "Security Instrument"), dated JANUARY 25, 2008 and recorded in Instrument No. 0804646110

COOK COUNTY, ILLINOIS, and (2) the Note, in the original principal amount of U.S. \$ 146,109.00, bearing the same date as, and secured by, the Security Instrument, which has been assigned MERS Registration No. 100052550181073171 and MERS Registration Date FEBRUARY 15, 2008, and which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 4127 INDIAN HILL DRIVE COUNTRY CLUB HILLS, ILLINOIS 60478



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the real property described is located in **COOK** COUNTY, ILLINOIS
and being set forth as follows:

**LOT 4 IN BLOCK 5 IN KNOTTING GATE UNIT 1, A SUBDIVISION OF
PART OF THE SOUTHEAST 1/4 SECTION 27, TOWNSHIP 36 NORTH, RANGE
13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.**

 **WHITEURST**
40782944 IL
FIRST AMERICAN ELS
MODIFICATION AGREEMENT


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 **JUNE 1, 2009**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **155,074.22** consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

2. 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 **5.000%**, from **JUNE 1, 2009**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **832.47**, beginning on the first day of **JULY, 2009**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JUNE 01, 2039** (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
FLAGSTAR BANK, FSB
5151 CORPORATE DRIVE
TROY, MICHIGAN 48098

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 require immediate payment in full of all sums secured by this Security Instrument.

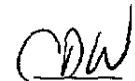
If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails 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 cancelled, null and void, as of the date specified in Paragraph No. 1 above:

HUD MERS Modification Agreement

FAND# HUDMERSMOD-2 Rev. 04-16-03

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(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

(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. 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 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. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Carolyn D. Whitlurst
CAROLYN D WHITLURST

-Borrower

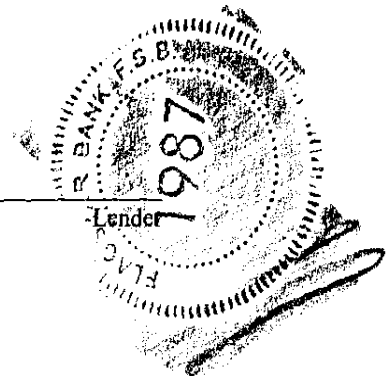
-Borrower

-Borrower

-Borrower

FLAGSTAR BANK, FSB

Linda M. Krasicky
Name: LINDA M KRASICKY
Its: FIRST VICE PRESIDENT



-Lender

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[Space Below This Line For Acknowledgment]

BORROWER ACKNOWLEDGMENT

STATE OF ILLINOIS COUNTY OF COOK

The foregoing instrument was acknowledged before me this June 5, 2009 by

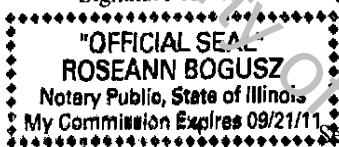
CAROLYN D. [REDACTED]
WHITEURST

Signature of Person Taking Acknowledgment

Roseann Bogusz
Roseann Bogusz

Printed Name

Title or Rank



Serial Number, if any

Acting in the County of Cook

LENDER ACKNOWLEDGMENT

STATE OF MICHIGAN COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this June 15, 2009 by

LINDA M. KRASICKY the FIRST VICE PRESIDENT
of Flagstar Bank

a Federal Savings Bank, on behalf of said entity.

Signature of Person Taking Acknowledgment

Donna J. Demara
Donna J. Demara

Printed Name

Title or Rank

Serial Number, if any

Acting in the County of OAKLAND

