Doc#: 0919529072 Fee: \$48.25 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds

Date: 07/14/2009 04:35 PM Pg: 1 of 6

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.: 18440842

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), effective this 1st 4 y cî July, 2008 between Gerome Hodge, an unmarried man

("Borrower/Grantor")

and LaSalle Bank National Association, as Trustee under the Pooling and Servicing Agreement dated as of May 1, 2006, GSAMP Trust 2006-HE3 by: Litton Loan Servicing LP as its attorney-in-fact

("Lender/Grantee"),

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated December 27th, 2005 and recorded in Book/Liber N/A, Page N/A, Instrument No. 0602740091, of the Official Records of Cook County, Illinois, 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 and defined therein as the "Property," located at 7553 South Evans Avenue, Chicago, Illinois 60619

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the real property described being set forth as follows:

ALL OF LOT 26 AND THE SOUTH 7 1/2 FEET OF LOT 27 IN WAKEFORD FOURTH ADDITION BEING A SUBDIVISION OF BLOCK 1 IN WAKEMAN'S SUBDIVISION OF EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

. PARCEL ID NUMBER: 20-27-407-016

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 July 1st, 2008 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 315,689.09 , consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and oth r amounts capitalized.
- 2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.080 %, from

 July 1st, 2008 Borrower promises to make monthly payments of principal and interest of

 U.S. \$ 2,004.59 , beginning on the 1st day of August , 2008 , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 7.080 % will remain in effect until principal and interest are paid in all. If on January 1st, 2036 , (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.
- 3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sum's secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower actice 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 Borrower must pay all sums secured by the Security Instrument. If Borrower fails 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.

- 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 Borrower's obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, will and void, as of the specified date 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards 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 such terms and provisions as those referred to in (a) above.

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- 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.
- 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 Londer 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.
- (c) Borrowe, he no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
- (d) 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.
- (e) All costs and expenses incu red 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.
- (f) 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.

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

Borrower and Lender.	40H 110
7-23-2008 Date	Gerome Hodg (Seal) -Borrower
	(Seal)
Date	-Borrower
	(Seal)
Date	-Borrower
	(Seal)
Date	-Borrower

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Loan No.: 18440842

BORROWER ACKNOWLEDGMENT

State of Illinois §
County of Cook §

On this 23 day of July , 20%, before me,
Richard D. Trice [name of notary], a Notary Public in and for said state,
personally appeared Gerome Hodge

[name of pe. soi: acknowledged], known to me to be the person who executed the within instrument, and acknowledged to me that he say that he executed the same for the purpose therein stated.

(Seal)

"OFFICIAL SEAL"
RICHARD D. THICE
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 08 (08/2011

Ruland D. hun

Richard D. Trice

Type or Print Name of Notary Richard D. Trice

Notary Public, State of Illinois

My Commission Expires: 8-6-2011

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Loan No.: 18440842 NOV 0 5 2008 LaSalle Bank National Association, as Trustee under the Pooling and Servicing-Lender -Date Agreement dated as of May 1, 2006, GSAMP Trust 2006-HE3 by: Litton Loan Servicing LP as its attorney-in-fact By: Its: LENDER ACKNOWLEDGMENT State of Texas § County of Harris 2008 day of On this [name of notary], a Notary Public in and for said state, personally appeared JOE CORONA [name of officer or agent, title of officer or agent] of LaSalle Bank National Association, as Trustee under the Pooling and Servicing Agreement dated as of May 1, 2006, GSAMP Trust 2006-HE3 by: Litton Loan Servicing LP as its attorney-in-fact , [name of entity] known to me to be the person who executed the within instrument on behalf of said entity, and ackr.owledged to me that he he executed the same for the purpose therein stated. (Seal) D. Hauser Type or Print Name of Notary Texas Notary Public, State of_

<u>JUN 2 1</u>

My Commission Expires:_

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Loan No.: 18440842

BALLOON ADDENDUM

_ - - - _ - - - -	
THIS ADDENDUM is made this 1st day of July, 2008, shall be deemed to amend and supplement the Loan Modification Agreement of tundersigned (the "Borrower") which modifies Borrower's Note and Security Instrume. Association, as Trustee under the Pooling and Servicing Agreement dated as of M 2006-HE3 by: Litton Loan Servicing LP as its attorney-in-fact	ent to LaSalle Bank National
and covers the roperty located at:	,
7553 South Evans Avenue, Chicago, Illinois 60619 [Property Address]	
In addition to the agreements made in the Loan Modification Agreement,	Borrower and Lender further
agree as follows:	
"THIS LOAN MUST EITHER BE FAID IN FULL AT MATURITY OR CONVELEVEL FIXED RATE OVER THE EXITENDED REMAINING TERM. YOU MENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST TO NOT QUALIFY. THE LENDER IS UNDEX NO OBLIGATION TO REFINANCE WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE TO THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFIN MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING OF ASSOCIATED WITH A NEW LOAN EVEN IF YOU OPTAIN REFINANCING LENDER."	UST REPAY THE HEN DUE IF YOU DO CE THE LOAN. YOU R ASSETS THAT YOU THE LENDER YOU HAVE IANCE THIS LOAN AT COSTS NORMALLY FROM THE SAME
by signing detern, stations described and agree to the stations of	1
LaSaile Bank National Association, as Trustee under the Pooling and Servicing Agreement dated as of May 1, 2006, GSAMP Trust 2006-HE3 by: Litton Loan Servicing LP as its	Holge (Seal) -Borrower
attorney-in-fact	(Seal)
	-Borrowe
Ву:	(Seal)
Joe Corona	-Borrowe
Its: VICE PRESIDENT	(Seal)
	-Borrowe