

This instrument was prepared by
Margaret Bernal
After recording return to:
Brown and Associates
2316 Southmore
Pasadena, TX 77502

_____[Space Above This Line For Recording Data]_____

This instrument was prepared by
and after recording return to:
Brown and Associates
2316 Southmore
Pasadena, TX 77502

MERS Phone: 1-888-679-6377

Loan number: 41188293
Original Loan Amount: \$30,000.00
Investor Code: MERS
MERS Min No. 1002739-0010327982-3

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this August 11, 2009, between CARLOS ESPINOZA ("Borrower") and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("Lender"), by and through its attorney in fact, Litton Loan Servicing LP and Mortgage Electronic Registration Systems, Inc. ("Beneficiary") and amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated 5/11/2006 and recorded in Book or Liber N/A, at Page(s) N/A, or Document Number 0613733034 in the County of COOK and State of ILLINOIS (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 3025 WEST 40TH PLACE, BLUE ISLAND, ILLINOIS 60406, the real property described being set forth as follows:

LOT 22 IN BLOCK 8 IN CALIFORNIA GARDENS, IN THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON APRIL 27, 1954, AS DOCUMENT NUMBER 1519870.

Parcel Number: 28-01-322-003-0000

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 September 1, 2009 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$32,328.80, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized to date.

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2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Monthly payments, which include the payment of principal and interest, will be assessed at the rate of 5.200% from October 1, 2009 for the remaining term of the term. Interest will be charged on the Unpaid Principal Balance at the annual interest rate and pay monthly payments of principal and interest in U.S. dollars (P&I) in accordance with the following schedule:

INTEREST CHANGE DATE:	INTEREST RATE	PAYMENT DUE DATE	MONTHLY P&I PAYMENT
September 1, 2009	5.200%	October 1, 2009	\$186.68

If on June 1, 2036 ("Maturity Date"), the borrower still owes amounts under the Note and 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:

4828 Loop Central Drive
Houston, TX 77081

Or at such other places as the Lender may require

3. If all or 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 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. This 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. Borrower also will comply with all other covenants, agreements and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument.
- (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.

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.

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This agreement may not be supplemented, changed, waived, discharged, eliminated, modified or omitted except by written document executed by all parties. This agreement supersedes all previous negotiations and discussions all parties and any predecessors in interest, and neither parole evidence nor any prior or other agreements shall be permitted to contradict or vary its terms. There are no promises, terms, conditions, or obligations other than those contained in this Agreement.

5. 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 there under 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.
- (c) This Agreement shall be governed by and construed under the laws of the State where the property is located. If any portion, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with such law, the validity of the remaining portions, terms or provision of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not conflict with such law and/or did not contain the portion, term or provision held to be invalid.
- (d) This Agreement shall bind the parties' respective successors, assigns, heirs and personal representatives. This Agreement shall not be understood to limit in any way the right of the Lender to sell, or otherwise convey, any interest in the subject obligation to another, provided that such subsequent party in interest is also bound to the terms of this Agreement.
- (e) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
- (f) 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 the Borrower and Lender will be bound by and comply with all of the terms and provisions thereof as amended by this Agreement.
- (g) 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.
- (h) 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 may be executed in counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same document.

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6. This Agreement will not be binding or effective unless both the Borrower(s) and the Lender have signed it.

8/14/09
Date

Carlos Espinoza
Borrower: CARLOS ESPINOZA

Date

Borrower:

BORROWER ACKNOWLEDGMENT

State of Illinois

County of Cook

On this 14th day of August, 2009, before me, the undersigned, a Notary Public, for the aforesaid county and state, duly commissioned and sworn, personally appeared CARLOS ESPINOZA, to me known to be the person (or persons) described in and who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said person (or persons).

Witness my hand and official seal hereto affixed the day and year first above written.

Robin M. Chiti
Notary Public

Printed Name: ROBIN M. CHITI
My Commission expires: 11/19/11

(Seal)



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EXECUTED this Aug 17, 2009

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("LENDER")

BY: Lori A. Lowe

NAME: LORI A. LOWE

TITLE: ASSISTANT SECRETARY

LENDER/BENEFICIARY ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF HARRIS §

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared

Lori A. Lowe, Assistant Secretary for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("Lender") well known to me to be the person to hold such offices, and that she severally acknowledged

1. That she executed the same in my presence freely and voluntarily
2. That the person signing this instrument is the proper corporate officer to perform such acts:
 - (a) That such act was taken under authority duly vested in her by said corporations by a proper resolution of its Board of Directors;
 - (b) That she signed this proof to attest to the truth of these facts.

SIGNED AND SWORN TO before me on this Aug. 17, 2009.

WITNESS my hand and seal in the County and State last aforesaid

Ann Bernal
Notary Public in and for the State of Texas

