

When recorded mail to: MOD REC

Equity Loan Services, Inc.  
Loss Mitigation Title Services- LMTS  
1100 Superior Ave., Ste 200  
Cleveland, OH 44114 5372092  
Attn: National Recording: 1120

JPMORGAN CHASE BANK, N.A  
3415 Vision Drive  
Columbus, OH 43219  
Drafted by BOB WOODWARD  
RE: Loan Number 1574841873  
FHLMC: 478761570  
(800) 446-8939 Homeowner's Assistance Department

**LOAN MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate)

41092754

This Loan Modification Agreement ("Agreement"), made effective the First day of October 2008, between **MICHAEL MORGAN**, ("Borrower") and **JPMORGAN CHASE BANK, N.A** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") to **JPMORGAN CHASE BANK, N.A.**, dated **SEPTEMBER 14, 2007**, and recorded as instrument no. 0726408103, on **SEPTEMBER 21, 2007**, of the Records of **COOK** County, (2) the Note bearing the same date as, and secured by, the Security Instrument ("Note"), (collectively, the "Loan Documents"), which cover the real and personal property described in the Security Instrument and defined therein as the "Property", located at **8714 SOUTH 55TH AVENUE, OAK LAWN, ILLINOIS 60453**, with the original principal balance **U.S. \$255,000.00**, and the principal balance before the loan modification being **U.S. \$254,998.50**, the real property described being set forth as follows:

Lot 2 In The Subdivision Of The East 183 Feet 4 Inches Of The South 1/2 Of Block 2 Of Kaup's Addition To Oak Lawn A Subdivision Of Lot 5 In The Subdivision Of The West 1/2 Of The Northeast 1/4 And The Northwest 1/4 Of Section 4, Township 37 North, Range 13 East Of The Third Principal Meridian, In Cook County, Illinois

MORGAN  
41092754 IL  
FIRST AMERICAN ELS  
MODIFICATION AGREEMENT

A. P. NO.: 24-04-102-094-0000

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In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Loan Documents):

1. The Borrower represents that the Borrower is the occupant of the property.
2. The Borrower acknowledges that interest has accrued but 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 \$22,557.17, 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. \$277,555.67.
3. The Borrower promises 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 yearly rate of 5.250%, beginning October 1, 2008. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,384.65 beginning on the first day of November, 2008, and continuing thereafter on the same day of each succeeding month. If on October 01, 2048 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by the Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

**The Borrower will make such payments at P.O. Box 78420, Phoenix, Arizona 85062-8420, or at such other place as the Lender may require.**

4. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and 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.
5. 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 the Loan Documents. 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 the Loan Documents. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on the Borrower.

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- 6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Loan Documents. Except as otherwise specifically provided in this Agreement, the Loan Documents 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.
  
- 7. If one or more riders are executed by the Borrower 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 a part of this Modification. [Check Applicable]
  - 1-4 Family Rider – Assignment of Rents
  - Modification Due on Transfer Rider

Karen Tabasco  
 Witness 1 Signature

Michael Morgan  
 MICHAEL MORGAN

Karen Tabasco  
 Printed Name of Witness

1-13-09  
 Date

Nicolas Orbeck  
 Witness 2 Signature

Nicolas Orbeck  
 Printed Name of Witness

Property of Cook County Clerk's Office

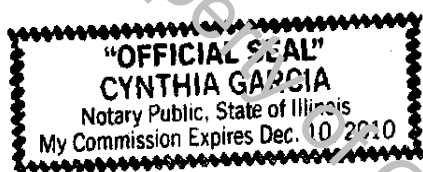
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## ACKNOWLEDGEMENT

STATE OF Illinois  
COUNTY OF COOK

Before me, a Notary Public, in and for said County, personally appeared the above named **MICHAEL MORGAN** who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Bridgeway, IL, this 16 day of January, 2009.



Cynthia Garcia  
Notary Public (Signature)

My commission expires: 12-10-2010

COOK County Clerk's Office

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Loan Number 1574841873

JP MORGAN CHASE BANK NA

Verita Nallette  
Verita Nallette  
Witness 1 Signature

Ellen Koonce  
Ellen Koonce  
Assistant Vice President

Kevin Tabacco  
Printed Name of Witness

[Signature]  
Witness 2 Signature

Roberto [Signature]  
Printed Name of Witness

STATE OF OHIO  
COUNTY OF FRANKLIN

Before me, a Notary Public, in and for said County, personally appeared Ellen Koonce, to me known and known to the person who, as an Assistant Vice President of JP MORGAN CHASE BANK NA the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that said person did so sign said instrument in the name and behalf of said corporation as such officer; that the same is that person's free act and deed as such officer, and the free and corporate act and deed of said corporation; that said person was duly authorized thereunto by its Board of Directors.

In Testimony Whereof, I have hereunto subscribed my name, and affixed my official seal, at Columbus, Ohio, this 17 day of July, 2009.



Danny P. Madden  
Notary Public, State of Ohio  
My Commission Expires 11-04-2010

[Signature]  
Notary Public (Signature)

**D. P. MADDEN**

My commission expires: 11/4/2010

⑤