Illinois Anti-Predatory **Lending Database Program**

Certificate of Exemption

Report Mortgage Freud 800-532-8785

The property identified as:

PIN: 31-17-106-008-0000

Address:

Street:

64 White Oaks Rd

Street line 2:

City: Matteson

Lender.

Flagstar Bank, FSB

Borrower: Debra Hampton

Loan / Mortgage Amount: \$200,108.63

Colly This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seg, because the application was taken by an exempt entity.

Certificate number: D9DE6E26-E1EF-4ACA-A507-78582A7A2D50

Execution date: 08/14/2009

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RECORD AND RETURN TO: FIRST AMERICAN TITLE P.O. BOX 27670 SANTA ANA, CA 92799-7670 ATTN: LMTS

Tax Parcel No.: 37171060080000

FHA Case No. 137-3879819-703

501896732

LOAN MODIFICATION AGREEMENT

41120911

Original Recorded Date: APICIJ 15, 2008

This Loan Modification Agreement ("Agreement"), made this JULY 24, 2009

between DEBRA A HAMPTON

("Borrower"), whose address is

64 WHITE OAKS ROAD **MATTESON, ILLINOIS 60443** 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

FEBRUARY 22, 2008 and recorded in Book N/A, Page 1-7 Instrument No. 081050 1169

, ILLINOIS **COOK COUNTY** 196,910.00 the original principal amount of U.S. \$

, ar.a (?) the Note, in

, bearing the same date as, and secured by, the Security Instrument, which has been assigned MERS Registration No. 100052550189673220 , and which covers in real and and MERS Registration Date FEBRUARY 22, 2008

personal property described in the Security Instrument and defined therein as the "Property", located at

64 WHITE OAKS ROAD **MATTESON, ILLINOIS 60443**

HUD MERS Modification Agreement

FAND# HUDMERSMOD Rev. 04-16-03

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

COUNTY, ILLINOIS

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

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):

- , the amount payable under the Note and the Security Instrument 1. As of AUGUST 1, 200% consisting of the amount(s) loaned (the "Unpaid Principal Balance") is U.S. \$ 200,108.63 to the Borrower by the Lender and any in erest capitalized to date.
- 2. Borrower promises to pay the Unraid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Dalance at the yearly rate of 5.750 %, from . The Borrower promises to make monthly payments of principal and interest of **AUGUST 1, 2009** , beginning on the first day of SEPTEMBER, 2009 , and continuing U.S. \$ 1,167.78 thereafter on the same day of each succeeding month unit principal and interest are paid in full. If on (the "Maturity Date"), the Porrower still owes amounts under the Note and **AUGUST 01, 2039** the Security Instrument, as amended by this Agreement, the Bor.cover will pay these amounts in full on the Maturity Date. C/6/4:

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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501896732

- (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.

ahen Anton	
DEBRA A HAMPTON	-Borrower
	-Borrower
Conti	-Воггоwея
FLAGSZAR BANK, FSB	Borrowei
Name: LINDA M KRASICKY Its: FIRST VICE PRESIDENT	-Lender

HUD MERS Modification Agreement

FAND# HUDMERSMOD-3 Rev. 06-06-06

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501896732	
[Space Below This Line For Acknowledgment]	_
BORROWER ACKNOWLEDGMENT	
STATE OF 21(14015 COUNTY OF COOL	_
The foregoing instrument was acknowledged before me this Hog 14, 2009	ЭУ
	-
Signature of Person Taking Acknowledgment Ruw W Lotter	_
Printed Name 240 Mc (otre)	
OFFICIAL SEAL	_
Notary Public - State of Illinois	_
My Commission Expires Sep 30, 2010 Ser al Number, if any Acting in fac County of Cook	_
LENDER ACKNOWLEDGMENT	
STATE OF Michigan Country of Oakland	
	bу
Linda M Krasicly, the First Vice President	
of Flagstar Banco	_
a FSB	,
Signature of Person Taking Acknowledgment	
Printed Name CATOL M. Washing ton	
Title or Rank	_
Serial Number, if any	
CAROL A. WASHINGTON Acting in the County of	_
County of Cakland	
My Commission Expires August 31, 2011 Acting in the County of October 2011	

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EXHIBIT A

Lot 678 in Woodgate Green Unit 4, being a subdivision of part of the East ½ of the Northwest ¼ of Section 17, and part of the West ½ of the Northeast ¼ of Section 17, all in Township 35 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded December 31, 1974 as document number 22961731, in Cook County, Illinois.

41120911 IL
FIRST AMERICAN ELS
MODIFICATION AGREEMENT

When recorded mail to: MPG
Equity Loan Services inc.
Loss Mitigation Title Services IMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44114
Attn: National Recordings 1120