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Doc#: 0925308222 fee: \$56.00
Date: 09/10/2009 01:51 PM Pg: 1 of 6
Cook County Recorder of Deeds
*RHSP FEE \$10.00 Applied

Return To:
Equity Loan Services, Inc
1100 Superior Avenue, Suite 200
Cleveland, OH 44114
National Recording-Team 2

[SPACE ABOVE THIS LINE FOR RECORDING]

TITLE(S) OF DOCUMENT:

Loan Modification



KERSTE

41127675

6

IL

DATE OF DOCUMENT:

05/15/2009

FIRST AMERICAN ELS
MODIFICATION AGREEMENT

GRANTOR(S):

MATTHEW KERSTE

GRANTOR'S ADDRESS :

1626 MADISON STREET
IVANSTON, IL 60202

GRANTEE:

IndyMac Federal Bank

GRANTEES ADDRESS:

7700 west parmer bldg 2
Austin, YX 92707

UNOFFICIAL COPY**When recorded mail to: MPG**Equity Loan Services, Inc.
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200 **5298564**
Cleveland, OH 44114
Attn: National Recordings 1120

Date: 5/15/2009

IndyMac Federal Bank Loan No. 1008399451

Fannie Mae Loan No. 1702455406

This is a Document Prepared by:

Dee Francique /IndyMac Bank

**LOAN MODIFICATION AGREEMENT
(Providing for Step Rate/Capitalization)**

This Loan Modification Agreement ("Agreement"), made on 5/15/2009 between Matthew Kerste & ("Borrower") and IndyMac Federal Bank, F.S.B. ("Lender"), amends and supplements (1) the Note (the "Note") made by the borrower in the original principal sum of U.S. \$309,000.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated 9/15/2006 and recorded on 9/25/2006 in Book or Liber n/a at page(s) n/a, or Instrument or Document No. 0626842134, of the official records of Cook, Illinois [County and State or other jurisdiction]. The Security Instrument which was entered into as Security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at: 1626 Madison Street, Evanston, IL 60202

The property described being set forth as follows: SEE EXHIBIT "A"

Assessor's Parcel No. 10244090360000

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 5/15/2009 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") in U.S. \$304,498.82 consisting of the amount(s) loaned to the Borrower by the Lender.

15 months of interest and advances will be capitalized at 7.6250% totaling \$36,084.74 and the loan re-amortized over 480 months. When payments resume on 9/1/2009, the new Unpaid Principal Balance will be \$340,583.56

2. The 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 annual interest rate which will change 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
8/1/2009	5.6250%	9/1/2009	\$1,785.69
8/1/2014	7.6250%	9/1/2014	\$2,237.51

Monthly payments will remain fixed at 7.6250% from 9/1/2014 for the remaining term of the loan.

If on 8/1/2049 (the "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.

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IndyMac Federal Bank Loan No.

1008399451

- The Borrower will make such payments at P.O. Box 78826, Phoenix, AZ 85062 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, at it's option, 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:
 - (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. 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 the 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.

5/29/09
Date

Matthew Kerste
Matthew Kerste - Borrower

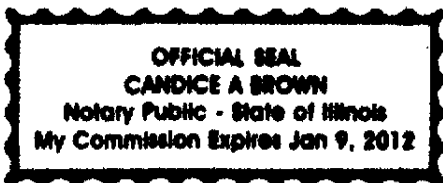
Date

- CoBorrower

State of Illinois
County of Cook

On this 29 day of May, 2009, before me Candice A Brown,
Notary Public, personally appeared Matthew Kerste &
personally known to me, or proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person, or entity upon behalf of which the person acted, executed this instrument.

WITNESS my hand and official seal



Candice A Brown
Signature of Notary Public
(Notary Seal) Candice A Brown

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Lender:
IndyMac Bank,

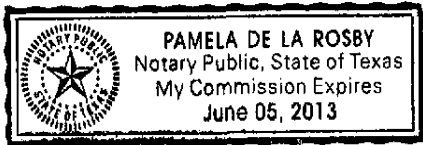


Dennis Kirkpatrick, Vice President

State of *Texas*
County of *Travis*

Today June 26, 2009, before me Pamela DeLaRosby, Notary Public
personally appeared Dennis Kirkpatrick, Vice President of IndyMac Bank and personally known
to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he
executed the same in his authorized capacity, and that by his signature on the instrument, the person,
or entity upon behalf of which the person acted, executed this instrument.

WITNESS my hand and official seal



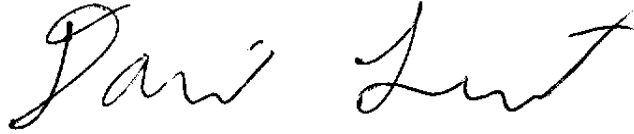
Pamela DeLaRosby

Signature of Notary Public
(Notary Seal)

Property of *Bank of America* County Clerk's Office

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This is to certify that this instrument was prepared by
Indymac Mortgage Servicing, a Division of One West Bank,
FSB as one of the parties named in the instrument.



Title: Red Lambert: Loss Mitigation Specialist, Indymac
Mortgage Servicing

Indymac Mortgage Servicing
A Division of One West Bank, FSB
7700 W. Parmer
Bldg. D, 2nd Floor
Austin, TX. 92707

Property of Cook County Clerk's Office

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EXHIBIT "A"

THE EAST 15 FEET OF LOT 6 AND ALL OF LOT 7 IN BLOCK 4 IN WEBERS MADISION STREET ADDITION TO SOUTH EVANSTON, BEING A SUBDIVISION OF THE NORTH ½ OF THE SOUTH ½ OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A.P.N.: 10-24-409-036-0000.

Property of Cook County Clerk's Office