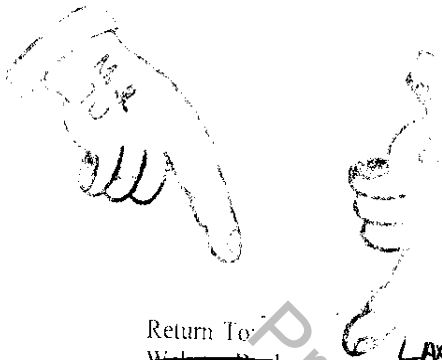


UNOFFICIAL COPY



Doc#: 0926531089 Fee: \$50.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/22/2009 12:34 PM Pg: 1 of 7

Return To:
~~Webster Bank~~ **LAW AMERICA**
~~609 West Johnson Ave~~ **600 LWBHOUSE DR**
~~Cheshire, CT 06410~~ **CORADOLIS, PA 15108**

Prepared By:
LoanCare Servicing Center, Inc.
3637 Sentara Way, Suite 303
Virginia Beach, VA 23452

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

Loan Number: 4704206047

This Loan Modification Agreement ("Agreement"), made this 18th day of April, 2009
between
FELIPE GOMEZ AND MARISSA GOMEZ

("Borrower") and

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"),
dated October 13, 2006 and recorded in the TOWN RECORDS Records of
[Name of Records]

LOANCARE SERVICING CENTER, INC. MODIFIED
MULTISTATE LOAN MODIFICATION AGREEMENT - Single-Family - Fannie Mae
Uniform Instrument Form 3179 1/01 (rev. 6/06) - Providing For Fixed Interest
Rate; & Amended to include Notary Acknowledgments and/or other
recording information

cyes
P7
S -
mjes
fe

UNOFFICIAL COPY

COOK

[County and State, or other Jurisdiction]

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

17621 WALTER STREET
LANSING, IL 60438

[Property Address]

the real property described being set forth as follows:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF, AS EXHIBIT 'A'

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 April 18, 2009, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 47,490.06, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other 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 for the first year at the yearly rate of 4.000 % from April 18, 2009

Borrower promises to make monthly payments of principal and interest in the amount of U.S. \$ 287.78, beginning on the 18th day of April, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.

The yearly rate of 4.000 % will remain in effect until principal and interest is paid in full.

If on March 18, 2029 (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 sums secured by the Security Instrument.

LOANCARE SERVICING CENTER, INC. MODIFIED
MULTISTATE LOAN MODIFICATION AGREEMENT - Single-Family - Fannie Mae
Uniform Instrument Form 3179 1/01 (rev. 6/06) - Providing For Fixed Interest
Rate; & Amended to include Notary Acknowledgments and/or other
recording information

Page 2 of 6

©2008 Desert Document Services, now a part of
Wolters Kluwer Financial Services
(800) 726-9898 www.deseridocs.com

D13550 Rev. 07/08

UNOFFICIAL COPY

If Lender exercises this option, Lender shall give 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 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.

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; however, the following terms and provisions are forever canceled, 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, including, where applicable, the Timely Payment Reward, 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.
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 thereunder 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) Borrower has 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.

UNOFFICIAL COPY

- (e) 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.
- (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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW.

LOANCARE SERVICING CENTER, INC. MODIFIED

**MULTISTATE LOAN MODIFICATION AGREEMENT - Single-Family - Fannie Mae
Uniform Instrument Form 3179 1/01 (rev. 6/06) - Providing For Fixed Interest
Rate; & Amended to include Notary Acknowledgments and/or other
recording information**

Page 4 of 6

©2008 Desert Document Services, now a part of
Wolters Kluwer Financial Services
(800) 726-9898 www.desertdocs.com

D13550 Rev. 07/08

UNOFFICIAL COPY

Felipe Gomez
FELIPE GOMEZ (Seal)
-Borrower

Marissa Gomez
MARISSA GOMEZ (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

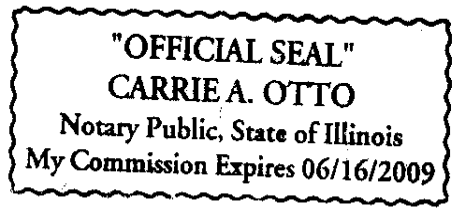
(Seal)
-Borrower

BORROWER ACKNOWLEDGMENT

State of Illinois
County of COOK

This instrument was acknowledged before me on March 28, 2009 by
FELIPE GOMEZ, MARISSA GOMEZ

My commission expires: 6/16/09
Carrie A. Otto
Notary Public



LOANCARE SERVICING CENTER, INC. MODIFIED
MULTISTATE LOAN MODIFICATION AGREEMENT - Single-Family - Fannie Mae
Uniform Instrument Form 3179 1/01 (rev. 6/06) - Providing For Fixed Interest
Rate; & Amended to include Notary Acknowledgments and/or other
recording information

UNOFFICIAL COPY

Webster Bank, N.A.

(Seal)
-Lender

By: _____



GARY A. CLARK
AVP, Loan Collections Manager

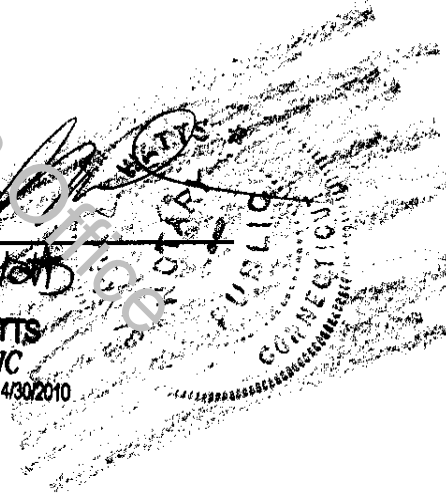
LENDER ACKNOWLEDGMENT

State of CT
County of New Haven

This instrument was acknowledged before me on 27th day of March, 2009 by
as attorney-in-fact for Gary A. Clark
Webster Bank.



SANDRA L. WATTS
NOTARY PUBLIC
MY COMMISSION EXPIRES 4/30/2010



LOANCARE SERVICING CENTER, INC. MODIFIED
MULTISTATE LOAN MODIFICATION AGREEMENT - Single-Family - Fannie Mae
Uniform Instrument Form 3179 1/01 (rev. 6/06) - Providing For Fixed Interest
Rate; & Amended to include Notary Acknowledgments and/or other
recording information

©2008 Desert Document Services, now a part of
Walters Kluwer Financial Services
(800) 726-8888 www.desertdocs.com

UNOFFICIAL COPY

LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, TO WIT:

LOT 5 AND LOT 6 (EXCEPT THE SOUTH 10 FEET THEREOF) IN BLOCK FIVE, IN AIR PORT ADDITION, A RESUBDIVISION OF CERTAIN LOTS IN CALUMET BERNICE ADDITION, BEING A SUBDIVISION OF THE WEST HALF (1/2) OF THE WEST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID #: 30-29-314-041-0000

BEING ALL AND THE SAME LANDS AND PREMISES CONVEYED TO FELIPE GOMEZ BY JERRY A. DYKSTRA AND NANCY J. DYKSTRA IN A WARRANTY DEED EXECUTED 5/6/2005 AND RECORDED 5/27/2005 IN DOCUMENT NO. 0514733022 OF THE COOK COUNTY, ILLINOIS LAND RECORDS

Property of Cook County Clerk's Office