

# UNOFFICIAL COPY

This instrument was prepared by  
**LAURIE BRACCI-HATT**  
HSBC MORTGAGE CORPORATION (USA)  
2929 WALDEN AVE.  
DEPEW, NEW YORK 14043



Doc#: 0928146009 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/08/2009 01:50 PM Pg: 1 of 7

**RECORD AND RETURN TO:**  
HSBC MORTGAGE CORPORATION (USA)  
2929 WALDEN AVE.  
DEPEW, NEW YORK 14043

Parcel No. 19-36-404-039-0000

[Space Above This Line for Recording Data]

Original Recorded Date: MARCH 26, 2008  
Original Principal Amount: \$ 215,180.00

Loan No. 4576214  
FHA/VA Case No. 137-3873822  
MERS MIN 1000022404597621412

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

This Loan Modification Agreement ("Agreement"), made this **30TH** day of **JUNE, 2009**,  
between **LEE A. DALEY AND FRANCESCA TATIA DALEY**  
**TATIA FRANCISCA**

("Borrower") and **HSBC MORTGAGE CORPORATION (USA)**

("Lender"),

**AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("Mortgagee")**,  
amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and  
Timely Payment Rewards Rider, if any, dated **FEBRUARY 6, 2008** and recorded in  
**Instrument No. 0808611070**, of the **Official** Records of

(Name of Records)

**COOK COUNTY, ILLINOIS**

, and (2) the Note bearing the same date as, and

(County and State, or other jurisdiction)

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

**2752 W. 84TH STREET, CHICAGO, ILLINOIS 60652**

(Property Address)

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the real property described being set forth as follows:

**THE EAST 26 FEET OF LOT 3 AND LOT 4 (EXCEPT THE EAST 21 FEET THEREOF) IN HARRY M. QUINN MEMORIAL ADDITION TO BEVERLY UNIT NO.1, A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS**

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 **JUNE 30, 2009**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **221,679.28**, 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 at the yearly rate of **4.930** %, from **JULY 1, 2009**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,180.56** beginning on the **1ST** day of **AUGUST, 2009**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.930** % will remain in effect until principal and interest are paid in full. If on **JULY 01, 2039** (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.

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:

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- (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.
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) 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.
- (d) 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.
- (e) 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.

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Date: JUNE 30, 2009

Loan Number: 4576214

Lender: HSBC MORTGAGE CORPORATION (USA)

Borrower: LEE A. DALEY AND ~~FRANCESCA TATIA DALEY~~  
TATIA FRANCESCA *JD*

Property Address: 2752 W. 84TH STREET  
CHICAGO, ILLINOIS 60652

## NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

**Receipt of Notice.** The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

*Lee A. Daley* \_\_\_\_\_ *3 Aug 09* \_\_\_\_\_ Date  
Borrower  
LEE A. DALEY

*Tatia Francesca Daley* \_\_\_\_\_ *8/3/09* \_\_\_\_\_ Date  
Borrower  
FRANCESCA TATIA DALEY  
TATIA FRANCESCA *JD*

\_\_\_\_\_  
Borrower \_\_\_\_\_ Date

\_\_\_\_\_  
Borrower \_\_\_\_\_ Date

\_\_\_\_\_  
Borrower \_\_\_\_\_ Date

\_\_\_\_\_  
Borrower \_\_\_\_\_ Date

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Lender: HSBC MORTGAGE CORPORATION (USA)

Borrower: LEE A. DALEY AND ~~FRANCESCA TATIA DALEY~~  
TATIA FRANCESCA *JD*

Property Address: 2752 W. 84TH STREET  
CHICAGO, ILLINOIS 60652

## ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of HSBC MORTGAGE CORPORATION (USA)

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

*Lee A. Daley* 5/18/09  
\_\_\_\_\_  
LEE A. DALEY Date

*Tatia Francesca Daley* 8/3/09  
\_\_\_\_\_  
FRANCESCA TATIA DALEY Date  
TATIA FRANCESCA *JD*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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Date

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Date

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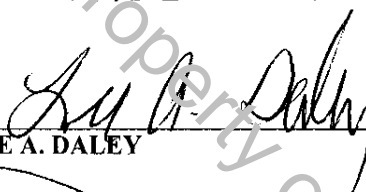
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6. This Agreement modifies an obligation secured by an existing security instrument recorded in COOK County, ILLINOIS, upon which all recordation taxes have been paid. As of the date of this Agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$ 212,988.95 . The principal balance secured by the existing security instrument as a result of this Agreement is \$ 221,679.28 , which amount represents the excess of the unpaid principal balance of this original obligation.

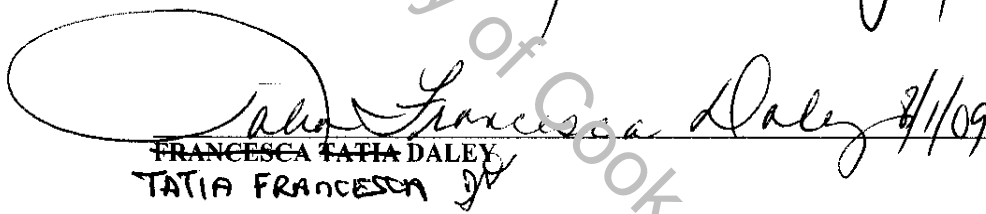
HSBC MORTGAGE CORPORATION (USA)



Name: Mesud Avdagic (Seal)  
Its: - Lender

 (Seal)  
LEE A. DALEY - Borrower

*1 Aug 09*

 (Seal)  
FRANCESCA TATIA DALEY - Borrower  
TATIA FRANCESCA

\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

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(Seal)  
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(Seal)  
- Borrower

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[Space Below This Line for Acknowledgments]

### BORROWER ACKNOWLEDGMENT

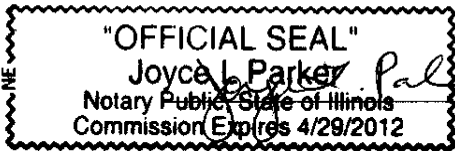
State of ILLINOIS

County of COOK

This instrument was acknowledged before me on 8/3/09 (date) by

LEE A. DALEY AND ~~FRANCESCA TATIA DALEY~~ <sup>TATIA FRANCESCA DALEY</sup>

(name/s of person/s).



(Seal)

(Signature of Notary Public)

### LENDER ACKNOWLEDGMENT

STATE OF New York

COUNTY OF Erie

The foregoing instrument was acknowledged before me this 6<sup>th</sup> DAY of Aug. 2009 by  
Mesud Avdagic, the AVP  
 of HSBC mortgage Corporation USA  
 a AVP, on behalf of said entity.

Signature of Person Taking Acknowledgment

Printed Name

Title or Rank

Serial Number, if any

Roy I. Henseler  
Roy I. Henseler

ROY I. HENSELER  
 No. 01HE5024206  
 Notary Public, State of New York  
 Qualified in Erie County  
 My Commission Expires Mar. 7, 2010