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Doc#: 0928122002 Fee: \$50.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 10/08/2009 08:50 AM Fg: 1 of 8

After Recording Return To:

RUTH RUHL, F.C. Attn: Recording Depentment 2305 Ridge Road, Suite 196 Rockwall, Texas 75087

Prepared By:

RUTH RUHL, P.C. 2305 Ridge Road, Suite 106 Rockwall, TX 75087

MERS Phone: 1-888-679-6377

MERS No.:

Freddie Mac Loan No.: 0455246726

Loan No.: 0039725320

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS. ONE ORIGINAL IS TO BE AFFIXED 10 FILE ORIGINAL NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS ACCORDED.

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective July 1st, 2009 Barbara Hudson and Wade W Hudson, husband and wife

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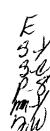
, between

('Bor.ower/Grantor") and

Aurora Loan Services LLC

("Lender/Grantee"),

whose address is 10350 Park Meadows Drive, Littleton, Colorado 80124 and Mortgage Electronic Registration Systems, Inc. ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated December 1st, 2006, granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of



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record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded on January 23rd, 2007 , in Book/Liber N/A , Page N/A , Instrument No. 0702340080 , Official Records of Cook County, Illinois , and (2) the Note made in the amount of U.S. \$ 176,000.00 , bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in said Security Instrument and defined therein as the "Property," located at 545 West 62nd Street, Chicago, Illinois 60621

that real property is described as follows:

LOT 15 (EXCEPT THE WEST 31 FEET THEREOF) AND LOT 16 (EXCEPT THE EAST 31 FEET THEREOF) IN BLOCK . IN HIGH SCHOOL SUBDIVISION OF LOTS 4 TO 10, INCLUSIVE AND PART OF LOT 3 IN LINDENBURTE'S SUBDIVISION OF LOT 36 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 38 NOVEH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL ID NUMBER. 20 16-322-004

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and Lender agree that the provisions of this Modification superseds and replace any inconsistent provisions set forth in the Note and Security Instrument.

- 1. The Borrower represents that the Borrower X is, \square is not, the occupant of the Property.
- 2. The Borrower acknowledges that interest has accrued but has 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 \$17,281.57 and the been added to the indebtedness under the terms of the Note at d Society Instrument. As of July 1st, 2009 and 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. \$190,500.19
- 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 8.125 %, beginning July 1st, 2009 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,342.89 , beginning on the 1st day of August, 2009 and continuing thereafter on the same day of each succeeding month. If on July 1st, 2049 , (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at Aurora Loan Services LLC, 10350 Park Meadows Drive, Littleton, Colorado 80124 or at such place as the Lender may require.

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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 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. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

6. 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 box(es)]

Ш	1-4 Family Rider - Assignment of Rents
X	Modification Dile on Transfer Rider
	Bankruptcy Rider
	Other Rider
	04
	7/

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[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

07/07/2009 Date	Barbara Hudson (Seal) -Borrower			
Date Date	Wade W Hudson -Borrower			
Date	(Seal) _Borrower			
Date	(Seal) _Borrower			
BORROWER ACKNOWLEDGMENT				
State of Illinois § County of Cook §	<i>'</i> 2			
On this day of July , Down, before me, Billie J. Goode [name of notary], a Notary Profic in and for said state, personally appeared Barbara Hudson and Wade W Hudson				
[name of person acknowledged], known to me to be the packnowledged to me that he/she/they executed the same f	or the purpose therein stated.			
(Seel)	Batelet			
"OFFICIAL SEAL" Billie J. Goode Notary Public, State of Illinois Cook County My Commission Expires April 10, 2010	Type or Print Name of Notary – Billie J. Goode Notary Public, State of My Commission Expires: 4//0/(5			

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	7/10/0°9	Freddie Mac Loan No.: 0455246726 Loan No.: 0039725320 -Date		
Aurora Lo	oan Services LLC -Lende	Mortgage Electronic Registration Systems, IncMortgagee		
	Inda Me rir ian	By: Amber Paxton Its: Assistant Secretary		
	Or COO			
LENDER/MORTGAGEE A CKNOWLEDGMENT				
State of County o	· ///			
Ama	On this 10 day of TWY HAT IN TWOMEY y appeared Shawnda Merriman	Iname of notary], a Notary Fublic in and for said state, of Aurora Loan Services LLC		
Systems,		, Lender, , Assistant Secretary of Mortgage Electronic Registration o be the person who executed the within instrument on behalf of v executed the same for the purpose therein stated.		
(Seal)	Tamara M Twomey NOTARY PUBLIC State of Colorado	TAMARA M TWO M SY Type or Print Name of Notary - Tamara M. Two mey		
	My Commission Expires Oct 28, 2012	Type or Print Name of Notary - Tamara M. Twomey Notary Public, State of COLULAGO My Commission Expires: Oct. 28, 2012		

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MODIFICATION DUE ON TRANSFER RIDER

MERS Phone: 1-888-679-6377

Freddie Mac Loan No.: 0455246726

MERS No.:

Loan No.: 0039725320

THIS MODIFICATION DUE ON TRANSFER RIDER, effective the 1st day of July, 2009 and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Ba to a Hudson and Wade W Hudson, husband and wife

(the "Borrower")

and Aurora Loan Services LLC

(the "Lender")

and Mortgage Electronic Registration Systems Inc. (the "Mortgagee") covering the Property described in the Loan Modification Agreement located at: 545 West 62nd Street, Chicago, Illinois 60621

[Property Address]

In addition to the covenants and agreements made in the Lean Modification Agreement, the Borrower and Lender covenant and agree as follows:

A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may as its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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.

B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

MULTISTATE MODIFICATION DUE ON TRANSFER RIDER FHLMC UNIFORM INSTRUMENT

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Loan No.: 0039725320

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Date

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	Freddie Mac Loan No.: 0455246726 Loan No.: 0039725320
Aurora Loan Services LLC (S	Seal) <u>Mortgage Electronic Registration Systems, Inc.</u> (Seal) nder -Mortgagec
By: J. Meuman	Ву:
Printed/Typed Name: Shawnda Merriman	Printed/Typed Name: Amber Paxton
Its: Sr. Vice President	Its: Assistant Secretary
Date: $7/(0/0^{\hat{q}})$	Date:
	C/ortico
MULTISTATE MODIFICATION DUE ON TRANSFER R	

MULTISTATE MODIFICATION DUE ON TRANSFER RIDER FHLMC UNIFORM INSTRUMENT