

Doc#: 0929215018 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 10/19/2009 10:05 AM Pg: 1 of 5

After Recording Return To:

RUTH RUHL, P.C.

Attn: Recording Department 2305 Ridge Road, Suite 06 Rockwall, Texas 75087

Prepared By:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No.: 0032144891

MERS No.: 1002241-0005110019-2

MERS Phone: 1-888-679-6377

#### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), is made

August 3rd, 2009

, between

Vicki L. Yates, single woman

("Borrower") and

Aurora Loan Services LLC

("Lender"),

and Mortgage Electronic Registration Systems, Inc.

("Mortgagee"),

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Insuranent") dated December 12th, 2005, granted or assigned to Mortgage Electronic Registration Systems, Inc. as an ortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded on January 10th, 2006 , in Book/Liber N/A , Page N/A

Instrument No. 0601048042

, Official Records of Cook

County, Illinois

and (2) the Note made in the amount of U.S. \$ 148,700.00

, 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 22636 Amy Drive, Richton Park, Illinois 60471

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That real property is described as follows:

LOT 421 IN TENTH ADDITION TO BURNSIDE'S LAKEWOOD ESTATES, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

A.P.N. #: 31-33-206-014-0000

In consideration of in tual 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 August 1st, 2059 , the amount payable under the Note and the Security Instrument is \$ 145,779.90 ("Unpaid Princip I Balance"). 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 \$ 27,760.00 have been added to the indebtedness under the terms of the Note and Security Instrument and the loan months are on September 1st, 2009 , the New Unpaid princip I Balance will be \$ 173,540.50
- The Borrower(s) promise to pay the Unpaid Principal Balance, plus the interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual rate of 6.750 % from August 1st, 2009 , and Borrower(s) promise to pay monthly payments of principal and interest in the amount of \$1,174.62 (this figure does not include tax and insurance amounts) beginning, September 1st, 2009 and on the same day of each month thereafter until the entire amount due and rayable under the terms of the Note, Security Instrument and this Agreement are paid in full. If on January 1st, 2026 , ("Maturity Date"), Borrower(s) still owe amounts under the Note, Security Instrument or this Agreement, the Borrower(s) shall pay these amounts in full on the Maturity Date.

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

3. If all or any part of the Property or any interest therein is sold or transferred without I inder's prior written consent, the Lender may, at its option, require immediate payment in full of all sums due under the Note, Security Instrument and this Agreement.

If Lender exercises this option, the Lender shall give the Borrower(s) notice of acceleration. The notice shall provide a period of not less than thirty days from the date the notice is delivered or mailed within which the Borrower(s) must pay all sums due under the Note, Security Instrument and this Agreement. If Borrower(s) fail to pay these sums prior to the expiration of this period, the Lender and mortgagee may invoke any remedies permitted by the Note, Security Instrument and /or this Agreement without further notice or demand on the Borrower(s).

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Loan No.: 0032144891

- 4. Borrower(s) will also comply with all other covenants, agreements, terms, conditions, and requirements of the Note and Security Instrument, including, without limitation, the Borrower's agreement to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower(s) are obligated to pay under the terms of the Note and Security Instrument, however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph one above.
- (a) All terms and provisions of the Note and Security Instrument (if any) providing for 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 or vibolly or partially incorporated into, or is a part of, the Note or Security Instrument and that contains any such terms of provision 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/or Security Instrument. Except as expressly provided in this Agreement, the Note and Security Instrument will remain unchanged and the Borrower, Lender and mortgagee will be bound by, and comply with, all of the terms and provision; of the instruments, as amended by this Agreement.

n		(Seal)
Vicki L. Yates	-Borrowe'	-Borrower
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	(Seal)	(Seal)
	-Borrower	-Borrower
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Loan No.: 0032144891

#### BORROWER ACKNOWLEDGMENT

State of	Illinois	89 89					
County of		U					
Molly A	n this 10 th . Moore appeared Vick	day of Au	gust [nam	, e of notary], a Notar	2009 ry Public in and	, before me, for said state,	
personarry	appenda	, _ , _ , _ , _ , _ , _ , _ , _ , _ ,					
[name of packnowled]	oerson ackr.ow ed lged to me that is	dged], known to • she/they execu	me to be the parted the same t	person who executed for the purpose there	I the within instr in stated.	ument, and	
		9		MARILE	und	ne	
(Seal)	Of Mail	ficial Seal by A Moore	<b>~</b> ₹	MOLLY	A. Mo	are ORE Notary Signati	πe
	Notary Pub	lic State of Illinois n Expires 04/10/20	12 6	Type or Print Nam Notary Public, Sta		210	
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# **UNOFFICIAL COPY**

Loan No.: 0032144891	8-11-09			
-Date	-Date			
Aurora Loan Services LLC  -Lender  By: Delen M. Macento	Mortgage Electronic Registration Systems, IncMortgagee  By:			
Printed/Typed Name: Helen M. Placente  Its: Asst lice Resident	Printed/Typed Name: Amber N. Paxton  Its: Assistant Secretary			
(Corporate Seal)	(Corporate Seal) SEAL 1995 1995 E ACKNOWLEDGMENT			
State of Colorado §  County of Douglas §				
On this the day of from the following of the following and for said state, personally appeared Helen M. Placente for the following and for said state, and for said state, for the following said state, for the following following the following said state, and for said state, for the following said said said said said said said said				
and Amber N. Paxton , Assistant Secretary of Mortgage Lectronic Registration Systems, Inc., Mortgagee, personally known to me to be the person who executed the within instrument on behalf of said entity, and acknowledged to me that he/she/they executed the same for the purpose therein stated.				
(Seal)  James J Biggins  NOTARY PUBLIC  State of Colorado  My Commission Expires Oct. 20, 2012	Type or Print Name of Notary James J. Biggins			
My Commission Expires Oct. 20, 2012	Notary Public, State of Colorado  My Commission Expires: 10 - 20-18			