

WHEN RECORDED MAIL TO:

Litton Loan Servicing LP
4828 Loop Central Drive
Houston, TX 77081-2226

Loan No. 8882094

For recording purposes only:
Tax Parcel #: 28234010380000
Date Executed: 8/6/2003
County Number: 0326114139
Min: 100097700000228244

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (the "Agreement") is made and entered into as of November 1, 2008, between U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT, DATED AS OF JANUARY 1, 2004 AMONG CREDIT-BASED ASSET SERVICING AND SECURITIZATION LLC, ASSET BACKED FUNDING CORPORATION, LITTON LOAN SERVICING LP AND U.S. BANK NATIONAL ASSOCIATION, C-BASS MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2004-CB1 c/o Litton Loan Servicing LP whose address is 4828 Loop Central Drive, Houston, TX 77081-2226 ("US BANK") and MARY H. MCGEE, MARRIED TO GROVER C. MCGEE whose address is 3516 W 164th Street, Markham, IL 60426 (the "Borrower" or "you".) The Agreement is as follows:

RECITALS

- A. On or about August 6, 2003, the predecessor of US BANK loaned you one hundred eleven thousand six hundred and no/100 dollars (\$111,600.00) (the "loan"), which Loan was evidenced by a note dated August 6, 2003 payable to the order of ST. FRANCIS MORTGAGE CORPORATION (the "Original Note").
- B. The Original Note is secured by a Deed of Trust, Mortgage, or Deed to Secure Debt dated August 6, 2003 recorded among the official records of Cook County (the "Original Mortgage").
- C. The Legal Description is:
- LOT 15 AND LOT 16 (EXCEPT THE NORTH 10 FEET THEREOF) IN BLOCK 39 IN H.W. ELMORES KEDZIE AVENUE RIDGE BEING A SUBDIVISION OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 33 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
- D. The Original Mortgage grants US BANK a security interest in the Property owned by you and described in the Original Mortgage and allows US BANK to enforce remedies, including foreclosure of the Property, upon occurrence of a default, including your failure to make payments as agreed under the Original Note.
- E. US BANK is now the owner of the Original Note and Original Mortgage (the "Loan Documents") and you agree that the Loan Documents are the only agreements and documents now in effect with respect to the Loan. Any other understandings, agreements or arrangements, which may have existed pertaining to the Loan, are now terminated.
- F. You have requested that US BANK refrain from exercising the rights and remedies granted to US BANK by the Loan Documents and, instead, agree to modify the terms of your obligations under the Loan Documents pursuant to the terms and conditions set forth in this Agreement.

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- G. Pursuant to your request to modify your obligations under the Loan Documents, and in consideration of the promises, conditions, and terms set forth below, US BANK has agreed to adjust the interest rate of the Original Note, the repayment terms of the Original Note, and the total amount due with respect to the Original Note. US BANK has also agreed to reinstate the Loan as current and not in default as of the Effective Date, as defined below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which you agree to be true and correct and a part of this Agreement, you and US BANK agree as follows:

1. **Validity of the Loan Documents:** Except as expressly modified by this Agreement, the terms and conditions of the Loan Documents remain in full force and effect and the Original Mortgage shall continue to secure the Original Note and this Agreement
2. **The Effective Date:** This agreement will be effective on **November 1, 2008**.
3. **Modification of Your Obligations:** Your obligations under the Fixed Loan Documents are modified as follows:
 - a. **New Monthly Payment:** Your new monthly payment will initially be a total of **one thousand fifty-four and 92/100 dollars (\$1,054.92)**, which includes principal and interest of \$535.07 and \$519.85 to cover taxes and insurance. Further advances in escrow will result in an increase payment to cover that shortage ("New Monthly Payment").
 - b. **Payment Term:** Your first New Monthly Payment will be due on **December 1, 2008**, with all of your subsequent Monthly Payments due on the first day of each month following this date and continuing for one hundred eighteen (118) months (Amortized at 358 Months) until September 1, 2018 (the "New Maturity Date"), when your remaining New Principal Balance, as defined below, including any additional interest, charges, advances, and other fees and costs related to the Loan which US BANK has not yet collected, will be due
 - c. **Late Charges:** If the Lender has not received the full amount of any monthly payment when due, Borrower will pay a late charge to the Lender in an amount as set forth in the Note.
 - d. **New Principal Balance:** The new principal balance you now owe with respect to the Loan is eighty-seven thousand three hundred seventy-nine and 96/100 dollars (\$87,379.96) (the "New Principal Balance")
 - e. **Interest Rate:** From the Effective Date of this Agreement, you will owe interest on the unpaid New Principal Balance at an annual rate equal to **6.18%**
4. **Right to Prepay:** Consistent with the original Note, Mortgage/Deed of Trust.
5. **Escrow Account:** Subject to applicable law, US BANK shall maintain an escrow account (the "Escrow Account") to which you shall pay to US BANK on the day monthly payments are due a sum for yearly taxes and assessments; yearly hazard, property or flood insurance premiums; and other costs necessary to preserve US BANK's security interest in the Property ("Escrow Costs"). The amount of your monthly payment to the escrow account will equal 1/12 of US BANK's estimate of the annual Escrow Costs and may change from time to time as Escrow Costs change.

In accordance with federal law (RESPA), US BANK may hold a reserve in an amount not to exceed 1/6th of the total annual projected Escrow Costs, unless the mortgage documents or state law specifies a lower

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amount. Annually, it will be US BANK's responsibility to analyze the Escrow Account. If the Funds held by US BANK exceed the amounts permitted to be held by applicable law, US BANK shall account to you for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by US BANK are not sufficient to pay the Escrow Costs when due, US BANK may notify you in writing, and, in such case, you shall pay to US BANK the amount necessary to make up the deficiency. You shall make up the deficiency in no more than twelve monthly payments.

6. **Insurance Requirements:** The insurance carrier providing the insurance shall be chosen by you subject to US BANK's approval which shall not be unreasonably withheld. All insurance policies and renewals shall reference US BANK's loan number and include a standard mortgagee clause for the benefit of:

US BANK
c/o Litton Loan Servicing LP
4828 Loop Central Drive
Houston, TX 77081-2226

7. **Completion of this Agreement:** If you fully comply with all of the terms and provisions of this Agreement and the terms and provisions of the Loan Documents and pay the New Principal Balance in full with accrued interest on or before the New Maturity Date, US BANK will discharge your obligations under the Loan Documents and this Agreement. Moreover, for as long as you fully comply with the terms and provisions of the Loan Documents and this Agreement, US BANK will, until the New Maturity Date, reinstate your Loan as current and shall not exercise any of its collection rights or remedies against you which are permitted under the Loan Documents, this Agreement, or at law or in equity.
8. **Additional Events of Default:** Without limiting the other events of default set forth in the Loan Documents, you will be in default under this Agreement and under the Loan Documents upon the occurrence of any one or more of these events:
- a. If any bankruptcy or insolvency proceeding is filed by or against you.
 - b. Any representation or warranty made by you in the Loan Documents, this Agreement, or any initial agreement proves to be false or misleading in any respect.
 - c. You fail to make the New Monthly Payments as required by this Agreement.
 - d. You fail to make a lump sum payment to cover Escrow Charges when requested by US BANK.
 - e. You sell or convey any interest in the Property without US BANK's prior written consent.
 - f. Breach of any of the terms or provisions of this Agreement.
9. **Consequences of Your Default:** If you default under this Agreement or the Loan Documents after the Effective Date (your "Default"), US BANK may, in addition to the remedies provided by the Loan Documents, terminate this Agreement and, subject only to applicable law, institute or resume any foreclosure or collection proceedings without prejudice for having accepted any payments, including but not limited to the New Monthly Payments, under this Agreement and exercise any of its rights and remedies against you under the Loan Documents and/or this Agreement. Moreover, upon your Default, US BANK may, at its option, accelerate the entire Total Debt due under the Original Note, accrued interest thereon, and any other costs or advances; and elect to account for and apply all payments, including but not limited to the New Monthly Payments, you may have made from the Effective Date until the time of your Default pursuant to the terms of the Original Note.
10. **Your Representations and Warranties:** As a material condition to US BANK willingness to enter into this Agreement, you represent and warrant the following facts:

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- a. That you are indebted to US BANK pursuant to the terms of the Loan Documents and this Agreement, that your Total Debt is accurately set forth in this Agreement, and that you have no claims, actions, causes of action, statute of limitations or other defenses, counterclaims, or setoffs of any kind which you can assert against US BANK in connection with the making, closing, administration, collection, or enforcement by US BANK of the Loan Documents, this Agreement, or any related agreement.
- b. You represent and warrant that you have no intention to file or agree to any bankruptcy proceeding at any time after the Effective Date and that you believe the terms of this Agreement are sufficient to allow you to comply with your obligations under the Loan Documents and this Agreement
- c. You represent and warrant that all statements you have made to US BANK, whether written or oral, all financial information and releases you have provided to US BANK regarding you or the Property, and all information provided pursuant to any initial agreement you may have signed with US BANK, remain valid and were true as of the date made and as of the Effective Date.
- d. That you understand that this Agreement is legally binding and that it affects your rights. You have obtained, or have had the opportunity to obtain, independent legal counsel concerning the meaning and importance of this Agreement. You further represent and warrant that you are signing this Agreement voluntarily and with full understanding of its contents and meaning.
11. **YOUR RELEASE OF US BANK: IN THE EVENT THAT YOU HAVE ANY CLAIMS, ACTIONS OR CAUSES OF ACTION, STATUTE OF LIMITATIONS OR OTHER DEFENSES, COUNTERCLAIMS OR SETOFFS OF ANY KIND WHICH YOU NOW OR HEREAFTER MAY ASSERT AGAINST US BANK IN CONNECTION WITH THE MAKING, CLOSING, ADMINISTRATION, COLLECTION OR THE ENFORCEMENT BY US BANK OF THE LOAN DOCUMENTS, THIS AGREEMENT OR ANY OTHER RELATED AGREEMENTS, THEN BY EXECUTING THIS AGREEMENT YOU FOREVER IRREVOCABLY WAIVE AND RELINQUISH THEM. THE TERM "US BANK" SHALL INCLUDE FOR THE PURPOSES OF THIS AGREEMENT, BUT SHALL NOT BE LIMITED TO, US BANK'S PRESENT AND FORMER OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS AND ALL PRIOR AND SUBSEQUENT PARTIES IN INTEREST, INCLUDING BUT NOT LIMITED TO US BANK'S PREDECESSOR IN INTEREST.**
12. **Final Agreement:** This Agreement may not be supplemented, changed, waived, discharged, eliminated, modified or omitted except by written document executed by both you and US BANK. This Agreement, the Agreed Order and the Mutual Settlement and Release Agreement constitute the entire agreement between you and US BANK, supersedes all previous negotiations and discussions between you, US BANK and/or US BANK's predecessors in interest, and neither parole evidence nor any prior or other agreement shall be permitted to contradict or vary its terms. There are no promises, terms, conditions, or obligations other than those contained in these Agreements. These Agreements are all executed contemporaneously.
13. **No Waiver:** By executing this Agreement, US BANK is not waiving and shall not be deemed to have waived any of your defaults under the Loan Documents or any of US BANK's rights or remedies against you. Moreover, any waiver by US BANK of any breach or any provision of this Agreement or the Loan Documents or any related agreement or its failure to exercise any right or remedy under this Agreement, the Loan Documents or any related agreement shall not be deemed a continuing waiver or a waiver of any other or subsequent breach, whether of the same or any other provision, and shall not in any way impair any of US BANK's rights or remedies

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14. **No Novation:** You expressly agree that this Agreement is not a new loan from US BANK but simply the modification of your existing obligations under the Loan Documents. Neither you nor US BANK have any intention to extinguish or discharge the indebtedness or the liens evidenced by the Loan Documents.
15. **Choice of Law and Severability:** This Agreement shall be governed by and construed under the laws of the State where the Property is located. If any portion, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with such law, the validity of the remaining portions, terms or provision of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not conflict with such law and/or did not contain the portion, term or provision held to be invalid.
16. **Successors:** This Agreement shall bind the parties' respective successors, assigns, heirs and personal representatives. This Agreement shall not be understood to limit in any way the right of US BANK to sell, or otherwise convey, any interest in the subject obligation to another, provided that such subsequent party in interest is also bound as US BANK to the terms of this Agreement.
17. **References:** All references to the singular shall include the plural and all references to one gender herein shall include both genders.
18. **Executed in Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
19. **No Trial By Jury:** BY EXECUTING THIS AGREEMENT, YOU IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY RELATED AGREEMENTS OR DOCUMENTS OR TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT.
20. **Payment Instructions:** All payments, unless you are notified by US BANK in writing of a different address, shall be made to US BANK at the following address:

Litton Loan Servicing LP
4828 Loop Central Drive
Houston, TX 77081-2226

21. **Notices:** All notices should be sent to:

If to:

US BANK
c/o Litton Loan Servicing LP
4828 Loop Central Drive
Houston, TX 77081-2226

If to Borrower:

Mary McGee
3516 W 164th Street
Markham, IL 60428-5452

22. **Time of the Essence:** Time, and US BANK's unimpaired security interest in the Property, shall be of the essence as to your obligations under this Agreement.

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WITNESS the following signatures and seals as of the day first written above

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT, DATED AS OF JANUARY 1, 2004 AMONG CREDIT-BASED ASSET SERVICING AND SECURITIZATION LLC, ASSET BACKED FUNDING CORPORATION, LITTON LOAN SERVICUNG LP AND U.S. BANK NATIONAL ASSOCIATION, C-BASS MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2004-CB1

By: _____

Name: Toby Gallegos

Title: VICE PRESIDENT

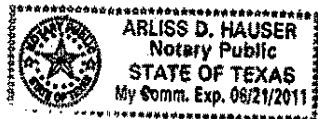
STATE OF Texas §

§

COUNTY OF Harris §

On June 22, 2009, before me, ARLISS HAUSER, a Notary Public in and for said County and State, personally appeared Toby Gallegos, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name(s) is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal.



Arliss D. Hauser

Notary Public

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BORROWER(S):

Mary McGee
Mary McGee

STATE OF Illinois §

§

COUNTY OF Cook §

On November 6, 2008, before me, Carressa L. Martin-Jones, a Notary Public in and for said County and State, personally appeared Mary McGee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Carressa L. Martin-Jones
Notary Public

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