Doc#: 0936519033 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 12/31/2009 11:43 AM Pg: 1 of 5

When Recorded Mail To:
Safeguard Properties, Inc.
650 Safeguard Plaza

Brooklyn Heights, Ohio 44131 ATTN: Mr. Eric Solowitch

#### This multi-state instrument was completed by:

Litton Loan Servicing LP c/o Safeguard Properties, Inc., Agent, Eric S. Solowitch, Title Director 650 Safeguard Plaza Brooklyn Heights, Ohio 44131

Litton Loan No. 40513400 Investor Loan No: 3000629691 Original Loan Amount: \$306,000.00

#### LOAN MODIFICATION OF MORTGAGE AGREEMENT

204NA

This Loan Modification Agreement ("Agreement"), made this 4th day of November, 2008, between, Grazina Savickas, Widowed and Never Remarried. ("Borrower") and Mortgage Electronic Registration Systems, Inc. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Leed to Secure Debt ("the Security Instrument") dated November 3, 20065 and recorded as Document Number Co? 349331 of the Official Records of Cook County, Illinois (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

### 9128 SOUTH 83<sup>RD</sup> AVENUE HICKORY HILLS, ILLINOIS 60457 (Property Address)

The real property described being set forth as follows:

LEGAL DESCRIPTION ADDENDED AND MADE A PART HEREOF BY REFERENCE

Parcel No.: 2302400014

SAPONIE

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### **UNOFFICIAL COPY**

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 <u>December 1, 2008</u>, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. <u>\$324,893.06</u> consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- 2. The Borrower promises to pay the Unpaid Principal Balance, plus interest to the order of the Lender. Interest will be charged on the Unpaid Principal at the annual interest rate(which will change if applicable) and pay monthly payments of principal and interest in U.S. dollars("P&I") in accordance with the following schedule.

INTEREST CHANGE

INTEREST RATE

PAYMENT DUE DATE

MONTHLY P&I

PAYMENT

DATE 12/01/2008

5.780%

01/01/2009

\$1,669.86

MONTHL', PAYMENTS WILL REMAIN FIXED AT <u>5.780</u>% FROM <u>01/01/2009</u> FOR THE REMAINING TERM OF THE LOAM.

If on <u>December 1, 2036</u> ("Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date Borrower understands and hereby stipulates that this Loan Modification Agreement is amortized on a 576 month schedule recul ing in a balloon payment due as of the Modified Maturity Date. Thus, if, on <u>December 1, 2036</u>, I still two amounts under this Note, I will pay those amounts in full on that date, which is the said "Modified Naturity Date."

The Bor ower will make such payments at:

4328 Loop Central Drive Houston, Texas 77081

or at such other places as the Lender may require

3. If all or any part of the Property or any interest in it is cold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

- 4. The Borrower also will comply with all other covenants, agreements and requirements of the 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; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph no. 1 allower
  - (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: and
  - (b) all terms and provisions of any adjustable rate rider 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 items and provisions 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 Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by and comply with all of the terms and provisions thereof as amended by this Agreement. All principal & interest which in accordance with the terms of a mortgage is accrued or added to the principal amount secured by the mortgage, whenever added, is & shall be a lien from the time the Security Instrument was recorded.

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### **UNOFFICIAL COPY**

////o/oy Date	Sazina Savickas	Section (Seal)
Date	<u>ACCOSCO</u> Jurgis Savickas	(Seal)
STATE OF ILLINOIS		
COUNTY OF		
Executed before me on this/_o day of	1) of ne II.inois Compiled State	n Savickas and Jurgis utes Annotated, represented to
\$*************************************	Notary Palic	
OFFICIAL MY COMMISSION EXPIRES MARCH 3, 2010		on Expires: 3/s/ລບາບ
		SOFF.
Document Preparation:		Co

Document Preparation: Fannie Mae Multi-state Instrument Standard Loan Modification Agreement Form 3179

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# **UNOFFICIAL COPY**

Mortgage	Electronic Registration Systems, Inc.,	
/		
		FEB 2 6 2009
Name: Title:	ANNA ROBERTS	Date
Tiue.	Assistant Secretary	
	600	
STATE OF		_
COUNTY	OF Hards	_
	0.5	
on Feb	MUO14 2617009 before n	
nersonally	Date vappeared A	Notary NNA ROBERTS
porconany		ner(s)
		,
	Personally known to me	U <sub>2</sub>
-OR-		
his/her/th	d to the within instrument and acknowledged to	/their signature(s) or, the instrument the person(s), or
	Tawsina Maxwell Notary Public Re of Texas My Control on Expires 04-25-2011	Mulana Mayallo gnature of Notary Public
	M	y Commission Expires 4-75-701!
	OPTIONAL INF	FORMATION
Capacity	Claimed By Signer:	
Signer(e)	Name:	
Corporate	e Officer – Title:	···
Signer(s)	is Representing: Mortgage Electronic Regist	ration Systems, Inc.,

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## **UNOFFICIAL COPY**

#### **LEGAL DESCRIPTION**

LOT 2 IN ; LAVAC'S SUBDIVISION OF LOT 9 AND 10 IN FREDERICK H. BARTLETT'S 93RD STREET FARMS, 2E.NG A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PIRN 21F AL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIRD PIRN SIFAL MERIDIAN, IN COCK SCIENCE.

PIN: 23-02-400-014
COMMONLY KNOWN AS: 9128 SOUTH 83RD. AVENUE, HICKORY HILLS, 60457

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