



Doc#: 1000803001 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/08/2010 09:42 AM Pg: 1 of 4

After Recording Return To:
RUTH RUHL, P.C.
Attn: Recording Department
2305 Ridge Road, Suite 106
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.: 0037124765

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is made October 6th, 2009, between
Kathleen Jensen and Thomas Jensen ("Borrower") and
Aurora Loan Services LLC ("Lender"),

with offices at 10350 Park Meadows Drive, Littleton, Colorado 80124 current holder of the Note and
Security Instrument hereinafter described, amends and supplements (1) the Mortgage, Deed of Trust or Deed to
Secure Debt (the "Security Instrument") dated December 23rd, 2005, and recorded in Book/Liber
N/A, Page N/A, Instrument No. 0602504243, of the Official Records of
Cook County, Illinois and (2) the Note in the original principal sum of
U.S.\$ 273,000.00, 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
18163 Nielsen Drive, Tinley Park, Illinois 60477
[Property Address]

34
p4
ERO
MDC
E.S.

UNOFFICIAL COPY

Loan No.: 0037124765

That real property is described as follows:

LOT 140 IN TOWN POINTE SINGLE FAMILY UNIT 2, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRICIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A.P.N. 27-35-304-036

In consideration of 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 September 1st, 2009, the amount payable under the Note and the Security Instrument is \$ 263,728.33 ("Unpaid Principal 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 \$ 20,695.40 have been added to the indebtedness under the terms of the Note and Security Instrument and the loan reamortized over 316 months. When payments resume on October 1st, 2009, the New Unpaid principal Balance will be \$ 284,421.73.

2. 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 6.625% from September 1st, 2009, and Borrower(s) promise to pay monthly payments of principal and interest in the amount of \$ 1,904.62 (this figure does not include tax and insurance amounts) beginning, October 1st, 2009 and on the same day of each month thereafter until the entire amount due and payable under the terms of the Note, Security Instrument and this Agreement are paid in full. If on January 1st, 2036, ("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 Park 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 Lender'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).

UNOFFICIAL COPY

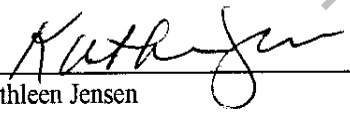
Loan No.: 0037124765

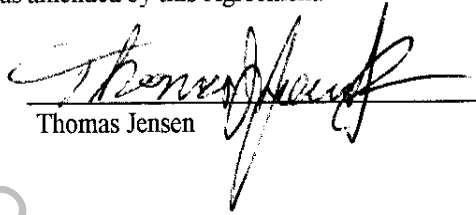
4. Borrower(s) will also comply with all other covenants, agreements, terms, conditions, and requirements of the Note and Security Instrument, including, without limitation, the Borrower's agreement to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other 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 wholly or partially incorporated into, or is a part of, the Note or Security Instrument and that contains any such terms or 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 provisions of the instruments, as amended by this Agreement.

 (Seal)
 Kathleen Jensen -Borrower

 (Seal)
 Thomas Jensen -Borrower

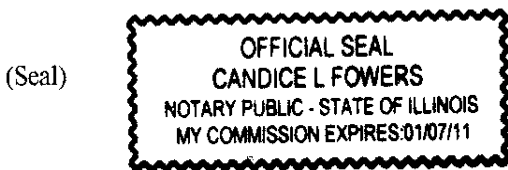
_____ (Seal) _____ (Seal)
 -Borrower -Borrower


BORROWER ACKNOWLEDGMENT

State of Illinois §
 §
County of Cook §

On this 15 day of October, 2009, before me,
Candice L. Fowers [name of notary], a Notary Public in and for said state,
personally appeared Kathleen Jensen and Thomas Jensen

[name of person acknowledged], known to me to be the person who executed the within instrument, and acknowledged to me that he/she/they executed the same for the purpose therein stated.




 _____ Notary Signature
CANDICE L. FOWERS
 Type or Print Name of Notary
 Notary Public, State of ILLINOIS
 My Commission Expires: 01/07/11
 Candice L. Fowers

UNOFFICIAL COPY

Loan No.: 0037124765

Aurora Loan Services LLC 10/21/09
-Lender

Aurora Loan Services LLC 10/21/09
-Lender

By: [Signature]
Helen M Placente
Its: AVP

By: [Signature]
Amber Paxton
Its: Asst. Secretary

LENDER ACKNOWLEDGMENT

State of Colorado §
County of Douglas §

On this 21st day of Oct., 2009, before me,
James J. Biggs [name of notary], a Notary Public in and for said state,
personally appeared Helen M. Placente AVP and Amber Paxton Asst Sec.
of Aurora Loan Services LLC,

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

[Signature]
James J. Biggsin Notary Signature
James J Biggins
Type or Print Name of Notary
Notary Public, State of Colorado
My Commission Expires: 10-20-12