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Doc#: 1001303034 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 01/13/2010 11:54 AM Pg: 1 of 5

(Space Above Line For Recording) -------

When Recorded Mail To: Safeguard Properties, Inc. 7887 Safeguard Circle Valley View, Ohio 44125 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 7887 Safeguard Circle Valley View, Ohio 44125

Litton Loan No. 30291017 Investor Loan No: 1008650747 Original Loan Amount: \$290,000.00

LOAN MODIFICATION OF MORTGAGE AGREEMENT

County

This Loan Modification Agreement ("Agreement"), made this 23rd day of Januar (, 2009, between Vivian A. Peavy ("Borrower") and U.S. Bank National Association, as Trustee for the C-Boos Mortgage Loan Asset-Backed Certificates, Series 2007-CB6 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt ("the Security Instrument") dated July 3, 2006 and recorded as Document Number 0619941087 of the Official Records of Cook County, Illinois (2) the Note bearing inc. 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

9841 SOUTH CLAREMONT AVENUE CHICAGO, ILLINOIS 60643 (Property Address)

The real property described being set forth as follows:

Legal Description Attached Hereto and Made a Part Hereof

Parcel No.: 25-07-116-188-0000

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):

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1001303034 Page: 2 of 5

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- 1. As of <u>February 1, 2009</u>, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. <u>\$225,000.00</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 DATE INTEREST RATE

PAYMENT DUE DATE

MONTHLY P&I PAYMENT

02/01/2009

4.330%

03/01/2009

\$926.53

MONTHLY FAYMENTS WILL REMAIN FIXED AT 4.330% FROM 03/01/2009 FOR THE REMAINING TERM OF THE LOAM.

If on June 1, 2027 ("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 580 month schedule resulting in a balloon payment due as of the Modified Maturity Date. Thus, if, on June 1, 2037, I still owe a mounts under this Note, I will pay those amounts in full on that date, which is the said "Modified Maturity Date."

The Sorrower will make such payments at:

4328 Loop Central Drive '101ston, 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 sold 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.

1001303034 Page: 3 of 5

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(Seal)

STATE OF ILLINOIS

COUNTY OF COOK

Serie Ox Cook Co Executed before me on this 31 day of Annual A. Peavy, pursuant to Section 765 ILCS 5/20(1) of the Illinois Compiled Statutes Annual Ann

My Commission Expires 2

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

"OFFICIAL SEAL" Joshua N. Sanders Notary Public, State of Illinois My Commission Expires Feb. 22, 2012 1001303034 Page: 4 of 5

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	U.S. Bank National Association, Trustee,
MAR 3 1 2009 Date	Print Name: Yolanda M. Martinez Title: Asst. V-President
	Litton Loan Servicing LP Attorney-In-Fact
STATE OF Texas	
COUNTY OF	
On	ne Joeline Kismili Notary Notary
F = = = = =	Sign er(s)
Personally known to me	
subscribed to the within instrument and acknowledged	er/their signature(s) on the instrument the person(s), or
JOSHUA KISULII	Josline Kindi
STATE OF OB/28/2017	Signature of Notary Public My Commission Expires:

After Recording Return To: Safeguard Properties, Incorporated 650 Safeguard Plaza Brooklyn Heights, Ohio 44131 Attention: Mr. Eric S. Solowitch

1

1001303034 Page: 5 of 5

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LEGAL DESCRIPTION

Lot 23 and 24 (except the North 20 feet thereof) in Block 1 in John Jensen and Son's Beverly Highlands, being a Subdivision of the South 9/25 acres of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 7, Township 37 North, Narge 14, East of the Third Principal Meridian, in Cook County, Illinois.

1/4 or cook Collings Clerk's Office