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This instrument was prepared by CHRISTOPHER SCHIMENTI

QUANTUM SERVICING CORPORATION 6302 E. MARTIN LUTHER KING JR. BLVD., St. 300 TAMPA, FLORIDA 33619



Doc#: 1002016014 Fee: \$48.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 01/20/2010 09:49 AM Pg: 1 of 7

RECORD AND RETURN TO: FIRST AMERICAN TITLE MR P.O. BOX 27670 SANTA ANA, CA 92799-7670 5684512 ATTN: LWTS

Parcel No. 31-12-104-005-0000

[Space Above This Line for Recording Data]

Original Recorded Pate: JULY 2, 2007

Loan No.

1421215946

Original Principal An.ov.nt: \$ 340,000.00

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 16TH day of DECEMBER, 2009, between STANDARD BANK AND TRUST COMPANY TRUST #14086 DATED 10/6/93

("Borrower") and QUANTUM SERVICING CORPORATION

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated JUNE 11, 2007 and recorded in Instrument No. 0718305008 , of the Official Records of

(Name of Records)

COOK COUNTY, ILLINOIS

, and (2) the Note bearing the same date as, and

(County and State, or other jurisdiction) 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

3 BUTTERFIELD CIRCLE, FLOSSMOOR, ILLINOIS 60422

(Property Address)

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Form 3179 1/01 (rev. 01/09)

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First American Loan Production Services
First American Real Estate Solutions LLC
FALPS# ILFM3179 Rev. 06-17-09

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the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwit/sunding anything to the contrary contained in the Note or Security Instrument):

- , the amount payable under the Note and the Security Instrument 1. As of **DECEMBER 1, 2009** (the "Unpaid Principal Balance") is U.S. \$, consisting of the unpaid amount(s) 344,693.71 loaned to Borrower by Lender plus any interest and other amounts capitalized.
- Borrower promises to p.y the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **5.500** %, from . Becrower promises to make monthly payments of principal and **DECEMBER 1, 2009** interest of U.S.\$, beginning on the 1ST day of JANUARY, 2010 1,688.47 continuing thereafter on the same day of each succeeding month until principal and interest 5.500 % will remain in effect until principal and interest are paid in full. The yearly rate of (the "Maturity Date"), Borrower still owes are paid in full. If on JULY 01, 2037 amounts under the Note and the Security Instrumera, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
- If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.
 - If Lender exercises this option, Lender shall give Borrower notice of a celeration. The notice shall provide a period of not less than 30 days from the date the notice is deli ered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.
- Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that 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 above:

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Form 3179 1/01 (rev. 01/09)

(page 2 of 5)

First American Loan Production Services First American Real Estate Solutions LLC FALPS# ILFM3179-2 Rev. 06-17-09

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- (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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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 terms and provisions as those referred to in (a) above.
- 5. Borrowe, understands and agrees that:
 - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to efault in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or limbilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lende's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or likely on, the Note and Security Instrument are expressly reserved by Lender.
 - (c) 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.
 - (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
 - (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, it approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

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This DOCUMENT is executed by STANDARD BANK & TRUST COMPANY, not personally but as Trustee under Trust No. 14086 as aforesaid, in the exercise of power and authoriity conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said Document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said Document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely hold legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. Inevent of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said Trustee, the provisions of this rider shall be controlling.

STATE OF ILLINOIS COUNTY OF COOK

I, the undesigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT STANDARD BANK & TRUST COMPANY and Doma Diviero, ATO of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such AVP and ATO respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said AM did also then and there acknowledge that he/she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposed therein set forth.

Given under my hand and Notarial Seal this 22nd day of December 20 09.

Notary Public

OFFICIAL SEAL
VIRGINIA M. LUKOMSKI
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Nov. 10, 2011

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[Space Below This Line for Acknow	1421215946 /ledgments]
BORROWER ACKNOWLEDGMENT	
State of VLI INOIS	
County of COOK	
This instrument was acknowledged before me on	(date) by
STANDARD BANK AND TRUST COMPANY TRUST #14086	DATED 10/6/93
Ors	
(name/s of person/s).	
(Signa	
(Signa	ature of Notary Public)
(Seal)	
LENDER ACKNOWLLD GN	
STATE OF FLORIDO COUNT	NOT thisborday
The foregoing instrument was acknowledged before me this	
of Quantum Servicing Corporati	96 6
a	, orl behalf of said ent'ty.
Signature of Person Taking Acknowledgment	
Printed Name	JUNA CLINK
Deans Chican DD886110	MUNUSE
My Commission Serial Number, if any	U

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EXHIBIT A

BORROWER(S): STANDARD BANK AND TRUST COMPANY TRUST #14086 DATED 10/6/93

LOAN NUMBER: 1421215946

LEGAL DESCRIPTION:

LOT 3 17. OWNER'S SUBDIVISION OF THE SOUTH 800 FEET, WEST 108.1 FEET OF THE SOUTH 1371.55 FEET OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OT SECTION 12, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD 27. NCIPAL MERIDIAN, AND ALSO THE SOUTH 800 FEET OF THE EAST 654.5 OT SOUTH 1371.55 FEET OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OT SECTION 12 TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 3 BUTTERFIELD CIRCLE, FLOSSMOOR, ILLINOIS 60422