



Doc#: 1006229097 Fee: \$46.25  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 03/03/2010 04:10 PM Pg: 1 of 5

Prepared by: Michael L. Riddle  
Middleberg, Riddle & Giannone  
717 N. Harwood, Suite 2400  
Dallas, TX 75201



When Recorded Mail to:  
T.D. Service Company  
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Permanent Index Number: 04-35-319-029 Vol 134  
[Space Above This Line For Recording Data]

Loan No: 1002735312

Data ID: 973

Borrower: MIROSLAW DZIURKIEWICZ

LOAN MODIFICATION WORKOUT AGREEMENT

MIN: 100335010027353120  
MERS Phone: 1-888-679-6377

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

This Loan Modification/Workout Agreement ("Modification") is effective 1-26-10, by and between Mortgage Electronic Registration Systems, Inc., P.O. Box 2026, Flint, MI 48501-2026, as nominee for RESMAE MORTGAGE CORPORATION, 7101 COLLEGE BOULEVARD, SUITE 1400, OVERLAND PARK, KS 66210 designated as the BENEFICIARY (the "Lender"), and MIROSLAW DZIURKIEWICZ (the "Borrower"). This amends and supplements (1) the Note (the "Note") made by the Borrower, dated 23rd day of March, 2007 in the original principal sum of U.S. \$910,000.00 and (2) the Mortgage or Deed of Trust (the "Security Instrument"), recorded on 04/16/2007 as Instrument Number 0710605108 in County Recorder's or Clerk's Office of COOK COUNTY, ILLINOIS. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real (and personal property, if any) described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at 1912 ROBINCREST LN, GLENVIEW, ILLINOIS 60025. That real property is also described as follows: SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

LOAN MODIFICATION WORKOUT AGREEMENT

(Page 1 of 4 Pages)

S yes  
P 5  
S /  
M No  
SC yes  
E yes  
INT h

# UNOFFICIAL COPY

## LEGAL DESCRIPTION

**Lot 5, in ROBIN CREST SUBDIVISION being a subdivision of part of the Southwest  $\frac{1}{4}$  of Section 35, Township 42 North, Range 12 East, of the Third Principle Meridian, according to the plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on August 10<sup>th</sup>, 1957, as Document No. 1612980.**

Property of Cook County Clerk's Office

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The Borrower promises to pay the Unpaid Principal Balance of **\$989,628.75**, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **5.0320%**, beginning **February 1, 2010**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$4,909.27**, beginning on **March 1, 2010**, and continuing thereafter on the same day of each succeeding month. If on **April 1, 2037** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Maturity Date. The Borrower will make such payments at **P.O. Box 60325, Los Angeles, CA 90060-0325** or at such other place as the Lender may require. If at any time the Borrower fails to pay or perform as required by this agreement, then the Lender reserves the right to proceed with foreclosure proceedings.

**PREVIOUS DISCHARGE IN BANKRUPTCY** In the event that the liability of the Borrower(s) for the underlying debt has been discharged as a result of a prior bankruptcy proceeding, **RESMAE MORTGAGE CORPORATION** hereby acknowledges that it is not assessing personal liability for the debt to the Borrower(s) and that its recourse in collection matters shall be limited to the collateral described in the Security Instrument.

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*Mirosław Dziurkiewicz* .....(Seal)  
 MIROSLAW DZIURKIEWICZ —Borrower

- Individual Acknowledgment -

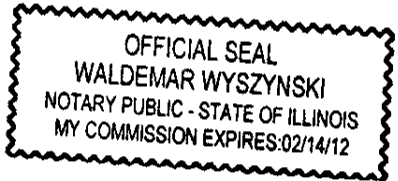
STATE OF ILLINOIS §  
 COUNTY OF COOK §

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of JANUARY,  
 2010, by

MIROSLAW DZIURKIEWICZ

*[Signature]*  
 \_\_\_\_\_  
 Notary Public  
 WALDEMAR WYSZYNSKI  
 \_\_\_\_\_  
 (Printed Name)

My commission expires: 2/14/2012



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Loan No: 1002735312

Data ID: 973

Lender: RESMAE MORTGAGE CORPORATION

By: [Signature]

Its: RONDA SCHRADER, VICE PRESIDENT  
(Printed Name and Title)

Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. by RESMAE MORTGAGE CORPORATION, as Agent and Attorney-in-Fact

By: [Signature]

Its: RONDA SCHRADER, VICE PRESIDENT  
(Printed Name and Title)

Property of Cook County Office

- Lender/Mortgagee Acknowledgment -  
STATE OF Kansas  
COUNTY OF Johnson

The foregoing instrument was acknowledged before me this Feb. 10, 2010,  
by Ronda Schrader  
Vice President of RESMAE MORTGAGE CORPORATION, on behalf of  
the entity for itself and for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

NOTARY PUBLIC  
STATE OF KANSAS  
Lynette Travis  
Expiration Date: 2-14-12

[Signature]  
Notary Public  
Lynette Travis  
(Printed Name)

My commission expires: 2-14-12