

# UNOFFICIAL COPY



Doc#: 1006803023 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/09/2010 11:28 AM Pg: 1 of 5

Property of Cook County Clerk's Office

----- (Space Above Line For Recording) -----  
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. 11379799  
Investor Loan No: 5000049312  
Original Loan Amount: \$152,000.00

## LOAN MODIFICATION OF MORTGAGE AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 10<sup>th</sup> day of November, 2008, between Maria Mendia, An Unmarried Woman, ("Borrower") and The Bank of New York Mellon Trust Company, N.A. fka The Bank of New York Trust Company, NA, as successor-in-interest to JP Morgan Chase Bank, National Association, fka JP Morgan Chase Bank, As Trustee For The ACE Securities Corp. Home Equity Loan Trust Series 2003-FM1, Asset Backed Pass-Through Certificates ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt ("the Security Instrument") dated October 16, 2002 and recorded as Document Number 0021199882 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

**6206 S. NEENAH AVE.  
CHICAGO, ILLINOIS 60638  
(Property Address)**

The real property described being set forth as follows:

**See Legal Description Added Here to and Made a Part Hereof By Reference  
Parcel No.: 1918426020**

Y  
5  
N  
N  
SC Y  
Y  
Y

# 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 **December 1, 2008**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$166,434.77** 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
<u>12/01/2008</u>	<u>5.760%</u>	<u>01/01/2009</u>	<u>\$1,069.48</u>

MONTHLY PAYMENTS WILL REMAIN FIXED AT 5.760% FROM 01/01/2009 FOR THE REMAINING TERM OF THE LOAN.

If on **November 1, 2032** ("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

The Borrower will make such payments at:

4828 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 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 above:
  - (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.

# UNOFFICIAL COPY

11-20-2008  
Date

Maria Mendia (Seal)  
Maria Mendia

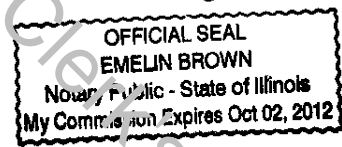
STATE OF ILLINOIS

COUNTY OF COOK

Executed before me on this 20 day of November, 2008, by **Maria Mendia**, pursuant to Section 765 ILCS 5/20(1) of the Illinois Compiled Statutes Annotated, represented to me to be said person.

Emelin Brown  
Notary Public

My Commission Expires: Oct 02, 2012



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

# UNOFFICIAL COPY

The Bank of New York Mellon Trust Company, N.A., Trustee

APR 30 2009

Date

(Seal)

Print Name: Yolanda M. Martinez  
Title: Asst. V-President  
Litton Loan Servicing LP  
Attorney-In-Fact

STATE OF TEXAS

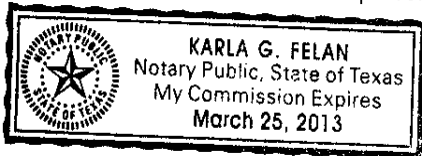
COUNTY OF HARRIS

On APR 30 2009 before me KARLA G. FELAN  
Date Notary  
personally appeared Yolanda M. Martinez  
Signer(s)

Personally known to me

-OR-

Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.



Karla G. Felan  
Signature of Notary Public

My Commission Expires: 3-25-2013

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

# UNOFFICIAL COPY

## LEGAL DESCRIPTION

LOT 2 IN BLOCK 3 IN SECTION ADDITION TO F.H. BARTLETT'S 63RD STREET INDUSTRIAL DISTRICT IN EAST 1/2 OF SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office