After Recording Return To:

PHTH BILLI BY

Brown & Associate:

2316 Southmore

Pasadena, TX 77502

[City, State, Zip]

Prepared By: RUTH RUHL, P.C. 2305 Ridge Road, Suite 106 Rockwall, Texas 75087 Original Mortgage in the amount of \$53,000.00 was recorded on 2/21/2006 as Instr.

No 0605220297

[Space Above This Line Fo. Recording Data]

Loan No.: 15909807

### LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), effective this 24th day of November, 2008, between Miguel Ramirez, a married man ("Torrower/Grantor")

and U.S. Bank National Association, as Trustee for the C-BASS Mortgage Loan Asset-Backed Certificates, Series 2006-SL1 by: Litton Loan Servicing LP as its attorney-in-fact

("Lender/Grantee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated February 1st, 2006 and recorded in Book/Liber , Page , Instrument No. , of the Official Records of Cook County, Illinois , and (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 5354 Christiana Ave., Chicago, Illinois 60632

1011208102 Page: 2 of 5

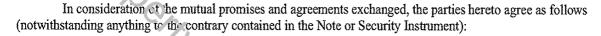
# **UNOFFICIAL COPY**

Loan No.: 15909807

the real property described being set forth as follows:

LOT 19 IN BLOCK 4 IN GARFIELD MANOR, A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL ID #: 19-11-415-039



- 1. As of November 1st 2008 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S \$53,038.54 , consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and cone, amounts capitalized.
- 2. Borrower promises to pay 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 6.060 %, from November 1st, 2008. Borrower promises to racke monthly payments of principal and interest of U.S. \$ 331.34, beginning on the 1st day of December, 2008, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 6.060 % will remain in effect until principal and interest are paid in full. If on March 1st, 2036, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
- 3. 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 could by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower negree of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these some prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without turther notice or demand on Borrower.

- 4. 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 Borrower is or lighted to make under the Security Instrument; however, the following terms and provisions are forever canceled, rull and void, as of the specified date 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, 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.

1011208102 Page: 3 of 5

## **UNOFFICIAL COPY**

Loan No.: 15909807

- 5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation agreement of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
  - 6. Borrower 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 default in the making of the modified payments hereunder.
- 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 liabilities 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 Lender'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 Leptier is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Borrower Las to right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
- (d) 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 Legisland.
- (e) All costs and expenses in curred 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.
- (f) 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, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

  7. This Agreement will not be binding or enective unless and until it has been signed by both

| Borrower and Lender. |                         |
|----------------------|-------------------------|
| NOV-27 - 2008  Date  | Miguel Ramirez —Borrowe |
| Date                 |                         |
| Date                 | (Seal<br>Borrowe        |
| Date                 | (Seal                   |

1011208102 Page: 4 of 5

# **UNOFFICIAL COPY**

Loan No.: 15909807

#### BORROWER ACKNOWLEDGMENT

| DURROWER ACKNOWLEDGMENT |                                  |   |   |  |  |
|-------------------------|----------------------------------|---|---|--|--|
| State of                | Illinois                         | \$<br>\$<br>8   |   |  |  |
| County of               | Cook                             | §   |   |  |  |
| O<br>T<br>personally    | n this J<br>Robe 2 t<br>appeared | 7 <sup>TM</sup> day of 1<br>H. Kelle<br>Miguel Ramirez                      | VUJEMBEI<br>[na.                        | ne of notary], a Notary Public in and for said state,                              |  |
| [name of packnowled     | ersu: a la<br>ged to rue         | nowledged], known<br>that he/she/they ex                                    | n to me to be the<br>secuted the same   | e person who executed the within instrument, and e for the purpose therein stated. |  |
| (Seal)                  | My C                             | "OF!!CIAL S<br>ROBERT H. KE<br>Notary Public. State<br>ommission Expirer J. | EAL" ELLER of Illinois une 24, 2012     | RBERT # KEYER  |  |
|                         | <b>~~~~</b>                      | <b>39000000000000</b> 000000000000000000000000                              | ** ~ <b>&gt;&lt;</b> 0999\$ <b>&gt;</b> | Type or Print Name of Notary   |  |
|                         |                                  |   | <b>C</b> ,                              | Notary Public, State of ILLINOIS   |  |
|                         |                                  |   | 0                                       |  |  |
|                         |                                  |   | 4                                       | My Commission Expires: 06-29-2012  |  |
|                         |                                  |   |   | My Commission Expires: 06-39-2012  |  |

1011208102 Page: 5 of 5

# UNOFFICIAL CO

Loan No.: 15909807

U.S. Bank National Association, as

MAY 27 2009

-Date

Trustee for the C-BASS Mortgage Loan -Lender Asset-Backed Certificates, Series 2006-SL1 by: Litton Loan Servicing LP as its attorney-in-fact

Brent Cott. ell Asst. V-President

Its:

## LENDER ACKNOWLEDGMENT

State of Texas §

County of Harris

8 §

On this

day of

MAY Z 7 2009

, before me,

KARLA G. FELAN personally appeared

[name of notary], a Notary Public in and for said state,

**Brent Cottrell** 

Asst. '-- President

Iname of officer or agent, title of officer or agent] of U.S. Bank National Association, as Trustee for the C-BASS Mortgage Loan Asset-Backed Certificates, Series 2006-SL1 by: Litton Loan Servicing LP 25 its attorney-in-fact

, [r.ame of entity]

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)



KARLA G. FELAN

Type or Print Name of Notary

Notary Public, State of

My Commission Expires