



1012610033

Doc#: 1012610033 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/06/2010 12:48 PM Pg: 1 of 5

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

5875159

Tax Parcel No.: 15632190180000

FHA Case No. 137-4090409
502085386

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **APRIL 1, 2010**
between **POMPEO MANZO AND MARISA MANZO, IN JOINT TENANCY**

("Borrower"), whose address is

**1200 WINSTON DR
MELROSE PARK, ILLINOIS 60160**
and
FLAGSTAR BANK, FSB

("Lender"), whose address is **5151 CORPORATE DRIVE
TROY, MICHIGAN 48098**

and given to Mortgage Electronic Registrations Systems, Inc. ("MERS") (solely as nominee for Lender, and Lender's successors and assigns), as beneficiary, MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48701-2026, tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **JUNE 9, 2008** and recorded in **Instrument No. 0817746012**, **ILLINOIS**, and (2) the Note, in the original principal amount of U.S. \$ **382,807.00**, bearing the same date as, and secured by, the Security Instrument, which has been assigned MERS Registration No. **100052550108538669** and MERS Registration Date **JUNE 9, 2008**, and which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at **1200 WINSTON DR
MELROSE PARK, ILLINOIS 60160**

S 9
P 5
S N
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SC 4
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the real property described is located in **COOK**
and being set forth as follows:

COUNTY, ILLINOIS

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 (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **APRIL 1, 2010**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **387,729.61** consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **5.000 %**, from **APRIL 1, 2010**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **2,081.42**, beginning on the first day of **MAY, 2010**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **APRIL 01, 2040** (the "Maturity Date") the Borrower still owes amounts under the Note and the 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
FLAGSTAR BANK, FSB
5151 CORPORATE DRIVE
TROY, MICHIGAN 48098

or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred to (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 require immediate 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. The 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 cancelled, null and void, as of the date specified in Paragraph No. 1 above:

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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; 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 terms and provisions as those referred to in (a) above.

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 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. 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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Pompeo Manzo

POMPEO MANZO -Borrower

Marisa Manzo

MARISA MANZO -Borrower

-Borrower

-Borrower

FLAGSTAR BANK, FSB
Linda M. Krasicky

Name: LINDA M KRASICKY -Lender
Its: FIRST VICE PRESIDENT

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[Space Below This Line For Acknowledgment]

BORROWER ACKNOWLEDGMENT

STATE OF IL COUNTY OF COOK

The foregoing instrument was acknowledged before me this 4/2/10 by Pompeo and Marisa Manzo

Signature of Person Taking Acknowledgment [Signature]

Printed Name Oscar A. Feliciano

Title or Rank _____

Serial Number, if any _____



LENDER ACKNOWLEDGMENT

STATE OF Michigan COUNTY OF Cookland

The foregoing instrument was acknowledged before me this 4/16/10 by Linda M. Friskay, the First Vice President of Flagstar Bank, on behalf of said entity. a FSB

Signature of Person Taking Acknowledgment [Signature]

Printed Name Valdet Selimaj

Title or Rank Valdet Selimaj
Notary Public, State of Michigan

Serial Number, if any My Commission Expires 01-13-2016
County of Macomb

Acting in the County of

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File No.: 101355

EXHIBIT A

Lot 173 in Winston Park Unit 1, being a subdivision of part of the North East $\frac{1}{4}$ of section 3, Township 39 North, Range 12 East of the Third Principal Meridian, according to the plat recorded July 6, 1955 as document 16291419, in Cook County, Illinois.

Property of Cook County Clerk's Office