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Doc#: 1012744025 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 05/07/2010 09:38 AM Pg: 1 of 5

Prepared by: Michael L. Riddle Middleberg, Riddle & Gianna 717 N. Harwood, Suite 2400

Dallas, TX 75201

Recording Requested By and Return To:

BRIDGEFIELD MORŤGAGE CORPORATION FKA RESMAE

MORTGAGE CORPORATION CLOSING DEPARTMENT 7101 COLLEGE BLVD. STE 1400

OVERLAND PARK, KS 56210

Permanent Index, Number: 25-02-316-018-000

[Space Above This Line For Recording Data]

Data ID: 990

3521 856DT1 Loan No: 1002651364 Borrower: TURRON CLAYTON

LOAN MODIFICATION WORKOUT AGREEMENT

MIN: 100335010026513641 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 7:HI3 LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NOPMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

This Loan Modification/Workout Agreement ("Modification") is effective by and between Mortgage Electronic Registration Systems, Inc., P.O. Box 2026, Flint, MI 48501-2026, as nominee for BRIDGEFIELD MORTGAGE CORPORATION FKA RESMAE MORTGAGE CORPORATION, 7101 COLLEGE BOULEVARD, SUITE 1400, OVERLAND PALK, KS 66210 designated as the BENEFICIARY (the "Lender"), and TURRON CLAYTON (the "Borrower"). This amends and supplements (1) the Note (the "Note") made by the Borrower, dated 16th day of February, 2007 in the original principal sum of U.S. \$117,900.00 and (2) the Mortgage or Deed of Trust (the "Security Instrument"), recorded on 02/28/2007 as Instrument Number 0705933051 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 9333 S GREENWOOD AVE, CHICAGO, ILLINOIS 60619. That real property is also described as follows: SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

LOAN MODIFICATION WORKOUT AGREEMENT

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T.D. Service co. 1820 E. 155 STREET 51E. 300 Santa AMA, CA. 92711-1988

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Loan No: 1002651364 Data ID: 990

The Borrower promises to pay to the order of the Lender the Unpaid Principal Balance of U.S \$143,682.64, plus interest, until the Unpaid Principal Balance has been paid.

A. The terms of this Paragraph A are conditioned upon the Borrower making the first 6 monthly payments in the amount and on the due dates specified therein. For purposes of rescheduling repayment of principal and computing interest, the Unpaid Principal Balance is divided into two amounts, of which one is \$130,512.54 and designated the "Current Unpaid Principal Balance" and the other is \$13,170.10 and designated the "Deferred Unpaid Principal Balance". With respect to the Current Unpaid Principal Balance, interest will accrue at the adjusted yearly rate of 6.9500%, beginning April 1, 2010, and the Borrower promises to make adjusted monthly payments of principal and interest of \$894.38, plus any amounts due for the escrow account, beginning on May 1, 2010, and continuing thereafter on the same day of each succeeding month. With respect to the Deferred Unpaid Principal Balance, no interest will accrue, no monthly payments will be required.

B. If the Borrower shall fail to make any one of such first 6 monthly payments in the amount and on the due dates specified in paragraph A, (1) the terms of Paragraph A shall be revoked, (2) beginning with the date of such failure, interest shall accrue on the entire Unpaid Principal Balance at the yearly rate of 6.950% and the monthly payments shall be U.S. \$818.73 [OR: the interest rate and the monthly payments shall be as specified in [OR determined in accordance with] the Note and Security Instrument], and (3) Borrower will pay to the Lender, with respect to each monthly payment made at the adjusted amount, the difference between such payment and the amount which would have been payable if clause (2) above applied, together with interest on such difference from the date of such adjusted payment. On March 1, 2037 (the "Mattrity Date"), the Borrower will pay in full all of the remaining amounts of the Unpaid Principal Balance and any unpaid interest thereon under the Note and the Security Instrument as amended by this Modification. 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 preceding, BRIDGEFIELD MORTGAGE CORPORATION FKA 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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Data ID: Fin Loan Nov. 6602651364 - lodividnai Acknowledgment -The foregoing instrument was acknowledged before me this 26th day of MARCH 2010. by TURRON-CLAYTON H County Clark's Office My commission expires:

LCAN MODIFICATION WORKOUT AGREEMENT

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Data ID: 990 Loan No: 1002651364

> Lender: BRIDGEFIELD MORTGAGE CORPORATION FKA RESMAE MORTGAGE CORPORATION

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

Opony Ox REGISTRATION **ELECTRONIC** Mortgagee: MORTGAGE

SYSTEMS, INC. by

BRIDGEFIELD MORTGAGE CORPORATION FKA RESMAE MORTGAGE CORPORATION, as Agent

and Attorney-in-Fact

Its: RONDA SCHRADER, VICE PRESIDENT

(Printed Name and Title)

- Lender/Mort/agee Acknowledgment -

rument was acknowledged before me this

of BRIDGEFIELD MORTGAGE CORPORATION FKA MORTGAGE CORPORATION, on behalf of the entity for itself and for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

> KELLY SCHAEFER Notary Public, State of Kansas My Appointment Expires February 15, 2012

Notary Public

My commission expires:

rimed Name)

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(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the Country

[Type of Recording Jurisdiction]:

LOTS 18 AND 19 IV BLOCK 4 IN W.H. PHARE'S DAUPHIN PARK SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ½ OF THE SOUTHEAST ½ OF THE SOUTHWEST ½ AND THE NORTH 7 FEET OF THE WEST ½ OF THE SOUTHFAST ½ OF THE SOUTHEAST ½ OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY TOLINOIS.

Parcel ID Number: 25-02-316-018-0000 9333 SOUTH GREENWOOD AVENUE

CHICAGO

("Property Address"):

which currently has the address of [Succi.]

(City) (Winois 60619

[Zip Cede]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and soil the property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed a tables the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay tunds for Escrow Items

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potents. <u>IV</u>

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