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1015316010

Doc#: 1015316010 Fee: \$76.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/02/2010 09:18 AM Pg: 1 of 6

Loan Modification

Document Title

Name and Return Address

Attn: Loss Mitigation

Prommis Solution, LLC

1554 Old Alabama Road

Roswell, GA 30076

Prepared by:

S ✓
P 6
S N
M N
SC ✓
E ✓
INT CE

RECORDING REQUESTED BY:
LITTON LOAN SERVICING LP
4828 LOOP CENTRAL DRIVE
HOUSTON, TX. 77081-2226
WORKOUT DEPT.
PREPARED BY: Erika McKibben

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Loan # 91040766

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 5/13/2009, between Nolan Hardy, Jacqueline Hardy and HSBC Bank USA, National Association, as Indenture Trustee of the Fieldstone Mortgage Investment Trust, Series 2005-2 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated 10/6/2006, and recorded on 7/14/2005, in Book NA, Pages NA, Document No. NA in the Official Records of Cook County, in the State of IL, 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:

2830 19 1st Street.
Lansing, IL 60438

See attached Schedule "A"

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 7/1/2009, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$181,223.02 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 Balance at the yearly rate of 4.510% from the first day of 7/1/2009. The Borrower promises to make monthly payments of principal and interest of U.S. \$985.74 beginning on 8/1/2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the first day of 8/1/2035 (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.

"In the event the underlying debt has been discharged as a result of a bankruptcy proceeding, Lender hereby acknowledges that its recourse in collection matters shall be limited to the collateral described in the Security Instrument. Notwithstanding the above, Borrower hereby acknowledges that Lender retains certain rights in the Security Instrument in the event there is a default under the terms of the Security Instrument. The parties acknowledge that the consideration for this Agreement shall be the Lender's forbearance from exercising the aforesaid rights under the Security Instrument."

3. The Borrower will make such payments at P.O. Box 4528, Houston, TX 77210 or at such other place as the Lender may require.
4. 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 consent, the Lender may, at its option, and to the extent allowed by applicable federal law, require immediate payment in full of all sums secured by the Security Instrument.
5. 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 the Security Instrument without further notice or demand on the Borrower.
6. The Borrower 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 terms and provisions as those referred to in (a) above.

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7. 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 terms and provisions thereof, as amended by this Agreement.

As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing.

Nolan Hardy
Nolan Hardy

Dated: 8-13-2009

Jacqueline Hardy
Jacqueline Hardy

Dated: 8-13-2009

Sedrick
Witness

Dated: 8-13-09

Clara
Witness

Dated: 8/13/09

Two different
witnesses must
SIGN

STATE OF IL
COUNTY OF COOK

On August 13th, 2009 before me, Juan Zamudio

NOTARY NAME

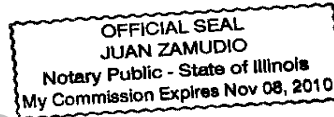
Notary Public, personally appeared Jacqueline Hardy and

BORROWER NAME

Nolan Hardy

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 signatures on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal
Signature Juan Zamudio



HSBC Bank USA, National Association, as Indenture Trustee of the Fieldstone Mortgage Investment Trust, Series 2005-2

By: John Randall
JOHN RANDALL ATTORNEY-IN-FACT
VICE PRESIDENT

Dated: October 14, 2009

Tara
Witness

Dated: 10-14-2009

Frank
Witness

Dated: 10-14-2009

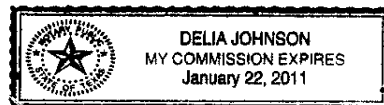
STATE OF TEXAS
COUNTY OF HARRIS

On 10-14-09 before me, Delia Johnson

Notary Public, personally appeared JOHN RANDALL VICE PRESIDENT

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 signatures on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.
Signature Delia Johnson



Loan No. 91040766

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NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice: The undersigned hereby represents and warrants that I/we have each received and read a copy of this notice on or before the execution date of the Loan Agreement. Loan Agreement means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods, or any other thing of value or to otherwise extend credit or make a financial accommodation.

8-13-09
Date

Nolan Hardy
Borrower: Nolan Hardy

8-13-09
Date

Jacqueline Hardy
Co-Borrower: Jacqueline Hardy

Property of Cook County Clerk's Office

Loan No: 91040766

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ERROR AND OMISSIONS/COMPLIANCE AGREEMENT

The undersigned Borrower(s) for and in consideration of the Loan Modification Agreement offered by Lender, its successors and/or assigns in the amount of \$181,223.02, modifying the original Promissory Note secured by Security Instrument dated 5/13/2009 agrees to fully cooperate with any reasonable requests made by Lender, or its agent, to correct typographical errors in the Loan Modification Agreement enabling Lender to sell, convey, guarantee or obtain insurance for any investor or institution, including but not limited to, the Federal National Mortgage Corporation, the Department of Housing and Urban Development, the Secretary of Veterans Affairs, or any municipal bonding authority, to ensure enforceability of the Loan Modification Agreement. Requests may include, but are not limited to, all changes, corrections, re-execution or modification of any document related to such loan, as may be required.

The undersigned will comply with all requests within thirty days from the date they are made by Lender or its agent. If the Borrower(s) fail to meet their obligations, Borrower(s) acknowledge liability for all costs including, but not limited to, actual expenses, legal fees, court costs, and marketing expenses incurred by Lender to enforce its rights under the Loan Modification Agreement.

8-13-09

Date

Nolan Hardy

Borrower: Nolan Hardy

8-13-09

Date

Jacqueline Hardy

Co-Borrower: Jacqueline Hardy

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Schedule "A"

LEGAL DESCRIPTION:

Parcel ID Number: 33-06-407-005-0000 ✓

CKA: 2830 191ST STREET, LANSING ILLINOIS 60438 ✓

LOT 53 IN OAKWOOD ESTATES UNIT NO. 6, BEING A SUBDIVISION OF PART OF THE NORTH 1 / 2 OF THE NORTH 1 / 2 OF THE SOUTHEAST 1 / 4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON AUGUST 2, 1967 AS DOCUMENT NO. LR 2339096, IN COOK COUNTY, ILLINOIS. ✓

Property of Cook County Clerk's Office