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Loan Modification

Doucment Title



Doc#: 1018047230 Fee: \$74.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds Date: 06/29/2010 02:48 PM Pg: 1 of 6

Name and Return Adress

Name and Return Adress
Attn: Loss Mitigation - Repo **Prommis Solution, LLC** 1554 Old Alabama Road Krswell, GA 30076 3/6/7/5 Office

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RECORDING REQUESTED BY: NOFFICIAL COPY

LITTON LOAN SERVICING LA 4828 LOOP CENTRAL DRIVE HOUSTON, TX. 77081-2226 WORKOUT DEPT. PREPARED BY: Lola James

Loan # 100807957

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

Parcel ID: 31-21-402-063

This Loan Modification Agreement ("Agreement"), made this 6/22/2009, between Elaine Godwin and Bank of America, National Association as successor by merger to LaSalle Bank National Association, as Trustee under the Pooling and Servicing Agreement dated as of March 1, 2007, GSAMP Trust 2007-HE2 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated 10/27/2006, and recorded on 11/15/2006, in Book Agreement No. 631947038 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:

5241 Mayfair Lane Matteson, IL 60443 * See Attached Schedule "A"

In consideration of the muual rounises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1. As of 9/1/2009, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$157,500.00 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 Unraid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.340% from the first day of 9/1/2009. The Borrower promises to make monthly payners of principal and interest of U.S. \$ 916.37 beginning on 10/1/2009, and continuing thereafter on the same day of cac's succeeding month until principal and interest are paid in full. If on the first day of 11/1/2036 (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 practice acknowledge that the consideration for this Agreement shall be the Lender's forbear ance from exercising the aforesaid rights under the Security Instrument."

- The Borrower will make such payments at P.O. Box 4528, Houston, TX 77216 cost 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 bene icial 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 it's 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.

7. Nothing in this agreement shall be inderstood croots rued to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except a cohervise positionally provided in his 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.			
Elai	Jane Hodin Dated: 8-25-09		

Elaine Godwin Dated:	8-25-09
Dated:	125/09
STATE OF TUINO'S COUNTY OF COOK	
On 8-25-09 before me, CHARLENE M	MCNE, L
Notary Public, personally appeared ELAINE GOL	Duin
personally known to me (or proved to no on the basis of satisfact subscribed to the within instrument and acknowledged to me authorized capacity (ies), and that by his/her/har signatures on the person acted, executed the instrument. WITNESS my hand and official seal. Signature Charles M: Metall	e that he/she/they executed the same in his/her/their
******************	*************
Bank of America, National Association as successor by merger the Pooling and Servicing Agreement dated as of March 1, 2007,	
By John CRANDALL ATTORNEYIN FACT Dated:	sovember 11, 2009
Witness Dated:	11-11-09
Witness Dated:	11-11-09
STATE OF TOXOS COUNTY OF HANS	No. of the state o
On $1/-1/-09$ before me, $00/9$	Olnson

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.

Notary Public, personally appeared_

Signature_



Loan No. 100807957

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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.

8-25-09 Date	Ecane Hoden Borrower: Elaine Godwin
Date	Co-Borrower:
	Of C
	C/O/A
	Co-Borrower: Elaine Godwin
	Co

Loan No. 100807957

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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 \$157,500.00, modifying the original Promissory Note secured by Security Instrument dated 6/22/2009 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.

Openin of Cook County Clerk's Office Date

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Schedule "A"

LEAGAL DESCRIPTION:

Parcel ID Number: 31-21-402-063 TAX Number: 31-21-402-063-0000

CKA: 5241 MAY AIR LANE, MATTESON, ILLINOIS 60443

PARCEL 1: THE WEST 25.18 FEET OF THE EAST 109.94 FEET OF LOT 302 IN STONERIDGE COURTYARDS OF MATTESON UNIT THREE, BEING A RESUBDIVISION OF PART OF THE SOUTHERST 1 /4 OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO 0501339043, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPUI TENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NO. 0600510089 FOR /NGREE AND EGREE, ALL IN COOK COUNTY, ILLINOIS.