This document was prepared by Brown & Associates Loan Number 3:353569

\_ [Space Above This Line For Recording Data]

### LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

#### SEE ATTACHED EXHIBIT "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 6/1/2010, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$144,957.21, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other 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 for the first 2 years at the yearly rate of 6.000%, from 6/1/2010. Borrower promises to make monthly payments of principal and interest of U.S. \$910.21, beginning on 7/1/2010. During the third year and continuing thereafter until the Maturity Date (as hereinafter defined), interest will be charged according to the original terms of the original Security Instrument. If on 2/1/2036 (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 secured by the Security Instrument.

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If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

- 4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that 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 2 1 ov 3:
  - (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 of an 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.

### 5. 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 remedics 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 Lender 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) 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.
- (d) All costs and expenses incurred 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.
- (e) 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.

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In Witness Whereof, the Lender and I have executed this Agreement.

| U.S. Bank National Association, as Trustee for the C- |                        |
|---|------------------------|
| BASS Mortgage Loan Asset-Backed Certificates,         | 7 1 0 06 1             |
| Series 2007-MX1 by and through its attorney in fact   | Jahom. Abed            |
| Litton Loan Servicing Li                              | Zaher M Abed           |
| Marone  | DATE: 6-19-10          |
| By:   Lori A. Lowe                                    |                        |
| Title: Assistant Vice President of Litton Loan        |                        |
| Servicing TP  |                        |
|   | Khaled Salamah Sulamal |
| 0.  | Khaled Salamah         |
|   | DATE 6-19-10           |
|   |                        |

## BORROWER ACKNOWLEDGMENT

| State of   LUNE 15 | §      |
|--------------------|--------|
| County of Gol      | §<br>§ |

On this 19th Day Sunc 7010, before me, the undersigned a Notary Public, for the aforesaid county and state, duly commissioned and sworn, personally appeared Zaher M Abed and Khaled Salamah, to me known to be the person (or persons) described in and who executed the for going instrument and acknowledged the said instrument to be the free and voluntary act and deed of said person (or persons).

Witness my hand and official seal hereto affixed the day and year first above watern.

Notary Public

Printed Name:

My Commission expires: 1/30/20/3

(Seal)

OFFICIAL SEAL HAYTHAM A. HASHLAMOUN Notary Public - State of Illinois My Commission Expires Jan 30, 2013

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### LENDER ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF HARRIS

Š §

I HEREEY CERTIFY that on this day, before me, an officer duly authorized in the State and County afore said to take acknowledgements, personally appeared Lori A. Lowe, Assistant Vice President of Litton Loan Secricing, LP, ("Lender") well known to me to be the persons and to hold such offices, and that they severally admowledged

- 1. That she executed the same in my presence freely and voluntarily
- 2. That the person signing this instrument is the proper corporate officers to perform such acts:
  - That such act was t ken under authority duly vested in her by said corporation by a proper (a) resolution of its Board of Directors;
  - That she signed this proof to attest to the truth of these facts. (b)

SIGNED AND SWORN TO before me on this 4/1022/12010

WITNESS my hand and seal in the County and State last aforesaid

Notary Public in and for the State of Texas

6102-52-10 SAXET TO STATE OUR JAYRATUS IANABERNAL SOME OF THE OR



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### **EXHIBIT "A"**

LOT 28 IN BLOCK 2 IN MCINTOSH BROTHERS WESTERN AVENUE BLVD ADDITION, A
SUBDIVISION OF BLOCKS 1 TO 8 IN IGLEHARTS SUBDIVISION OF THE EAST ½ OF THE SOUTH
EAST ¼ OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.