

# UNOFFICIAL COPY



Doc#: 1022904052 Fee: \$58.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/17/2010 10:25 AM Pg: 1 of 12

**After Recording Return To:**  
RUTH RUHL, P.C.  
Attn: Recording Department  
2305 Ridge Road, Suite 106  
Rockwall, Texas 75087

**Prepared By:**  
RUTH RUHL, P.C.  
2305 Ridge Road, Suite 106  
Rockwall, TX 75087

MERS Phone: 1-888-679-6377  
MERS No.: 100040300400604876

Freddie Mac Loan No.: 0329363069  
Loan No.: 0032911703

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.  
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND  
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE  
THE SECURITY INSTRUMENT IS RECORDED.

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective February 1st 2010, between  
Elvan Jones, Sr., a married man

Aurora Loan Services LLC

("Borrower/Grantor") and

("Lender/Grantee"),

whose address is 10350 Park Meadows Drive, Littleton, Colorado 80124  
and Mortgage Electronic Registration Systems, Inc.

("Mortgagee"),

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated  
May 24th, 2006, granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of

S ✓  
P 12  
S N  
M N  
SC ✓  
E ✓  
INT ✓

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record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded on June 26th, 2006, in Book/Liber N/A, Page N/A, Instrument No. 0617705037, Official Records of Cook County, Illinois, and (2) the Note made in the amount of U.S. \$ 133,850.00, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in said Security Instrument and defined therein as the "Property," located at 11340 South Carpenter St., Chicago, Illinois 60643

that real property is described as follows:

LOT 2 IN BLOCK 14 IN JERNBERG'S SUBDIVISION OF BLOCKS 2, 5, 6, 7, 8, 11 TO 28 AND THE RESUBDIVISION OF BLOCK 4 OF ROAD AND WESTON'S ADDITION TO MORGAN PARK, SAID ADDITION BEING A SUBDIVISION OF THE WEST HALF OF THE NORTH EAST QUARTER (EXCEPT THE NORTH 20 ACRES THEREOF) AND THE EAST HALF OF THE NORTH WEST QUARTER (EXCEPT THE NORTH 20 ACRES THEREOF) OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX #S: 25-20-220-048-0000 VOL 0465

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower  is,  is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expense, in the total amount of \$ 11,534.13, have been added to the indebtedness under the terms of the Note and Security Instrument. As of February 1st, 2010, the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$145,296.32.
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.750%, beginning February 1st, 2010. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 676.73, beginning on the 1st day of March, 2010 and continuing thereafter on the same day of each succeeding month. If on February 1st, 2050, (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at Aurora Loan Services LLC, 10350 Park Meadows Drive, Littleton, Colorado 80124 or at such place as the Lender may require.

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4. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and 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.

5. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

6. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification. [Check applicable box(es)]

- 1-4 Family Rider - Assignment of Rents
- Modification Due on Transfer Rider
- Bankruptcy Rider
- Other Rider

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Freddie Mac Loan No.: 0329363069

Loan No.: 0032911703

[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

\_\_\_\_\_ Date 2/10/2010 \_\_\_\_\_ Elvan Jones Sr (Seal) -Borrower  
 \_\_\_\_\_ Date \_\_\_\_\_ (Seal) -Borrower  
 \_\_\_\_\_ Date \_\_\_\_\_ (Seal) -Borrower  
 \_\_\_\_\_ Date \_\_\_\_\_ (Seal) -Borrower

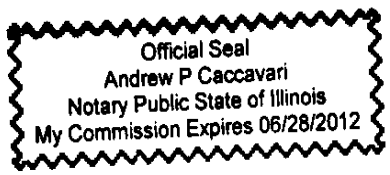
### BORROWER ACKNOWLEDGMENT

State of Illinois           §  
   §  
 County of Cook           §

On this 10th day of FEBRUARY, 2010, before me,  
ANDREW P. CACCAVARI [name of notary], a Notary Public in and for said state,  
 personally appeared Elvan Jones, Sr.

[name of person acknowledged], known to me to be the person who executed the within instrument, and  
 acknowledged to me that he/she/they executed the same for the purpose therein stated.

(Seal) \_\_\_\_\_ Andrew P. Caccavari Notary Signature



ANDREW P. CACCAVARI  
 Type or Print Name of Notary Andrew P. Caccavari  
 Notary Public, State of ILLINOIS  
 My Commission Expires: JUNE 28, 2012

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Freddie Mac Loan No.: 0329363069

Loan No.: 0032911703

MAY 25 2010


MAY 25 2010

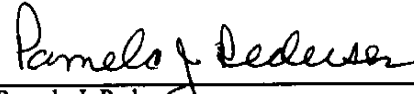
\_\_\_\_\_  
-Date

\_\_\_\_\_  
-Date

Aurora Loan Services LLC  
\_\_\_\_\_  
-Lender

Mortgage Electronic Registration Systems, Inc.  
\_\_\_\_\_  
-Mortgagee

By:   
\_\_\_\_\_  
Regina Lashley

By:   
\_\_\_\_\_  
Pamela J. Pedersen

Its: Vice Pres

Its: Assistant Secretary

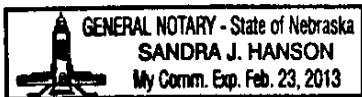
### LENDER/MORTGAGEE ACKNOWLEDGMENT

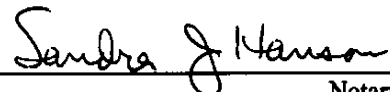
State of Nebraska §  
County of Scotts Bluff §

On this 25 day of May, 2010, before me, Sandra J. Hanson [name of notary], a Notary Public in and for said state, personally appeared Regina Lashley, Vice Pres of Aurora Loan Services LLC

and Pamela J. Pedersen, Assistant Secretary of Mortgage Electronic Registration Systems, Inc., Mortgagee, personally known to me to be the person who executed the within instrument on behalf of said entity, and acknowledged to me that he/she/they executed the same for the purpose therein stated.

(Seal)



  
\_\_\_\_\_  
Notary Signature

Sandra J. Hanson  
Type or Print Name of Notary Sandra J. Hanson  
Notary Public, State of Nebraska  
My Commission Expires: Feb. 23, 2013

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## 1-4 FAMILY RIDER (Assignment of Rents)

MERS Phone: 1-888-679-6377  
MERS No.: 10040300400604876

Freddie Mac Loan No.: 0329363069  
Loan No.: 0032911703

THIS 1-4 FAMILY RIDER, effective the 1st day of February, 2010 and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Elvan Jones, Sr., a married man

(the "Borrower")

and Aurora Loan Services LLC

(the "Lender")

and Mortgage Electronic Registration Systems, Inc.

(the "Mortgagee")

covering the Property described in the Loan Modification Agreement located at: 11340 South Carpenter St., Chicago, Illinois 60643

[Property Address]

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

**1-4 FAMILY COVENANTS.** Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument as defined in the Loan Modification Agreement, the Borrower agrees as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

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Freddie Mac Loan No.: 0329363069

Loan No.: 0032911703

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument or the Loan Modification Agreement to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notices of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument and modified by the Loan Modification Agreement; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

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Freddie Mac Loan No.: 0329363069  
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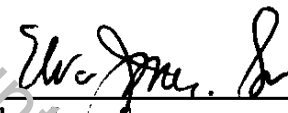
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument or the Loan Modification Agreement are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

**J. TERMS CONTROL PROVISION.** Except as otherwise specifically provided in this 1-4 Family Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

Date	2/10/10	 _____ Elvar Jones, Sr. (Seal) -Borrower
Date	_____	_____ (Seal) -Borrower
Date	_____	_____ (Seal) -Borrower
Date	_____	_____ (Seal) -Borrower



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Freddie Mac Loan No.: 0329363069  
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Aurora Loan Services LLC (Seal)  
-Lender

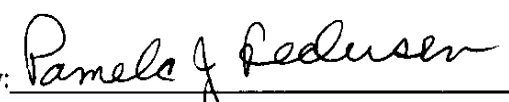
Mortgage Electronic Registration Systems, Inc. (Seal)  
-Mortgagee

By: 

Printed/Typed Name: Regina Lashley

Its: Vice Pres.

Date: MAY 25 2010

By: 

Printed/Typed Name: Pamela J. Pedersen

Its: Assistant Secretary

Date: MAY 25 2010

Property of Cook County Clerk's Office

**UNOFFICIAL COPY****MODIFICATION DUE ON TRANSFER RIDER**

MERS Phone: 1-888-679-6377  
 MERS No.: 100340300400604876

Freddie Mac Loan No.: 0329363069  
 Loan No.: 0032911703

THIS MODIFICATION DUE ON TRANSFER RIDER, effective the 1st day of February, 2010 and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Elvan Jones, Sr., a married man

and Aurora Loan Services LLC (the "Borrower")

and Mortgage Electronic Registration Systems, Inc. (the "Lender")  
 (the "Mortgagee")  
 covering the Property described in the Loan Modification Agreement located at: 11340 South Carpenter St.,  
 Chicago, Illinois 60643

[Property Address]

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows.

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, as its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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.

B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

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Freddie Mac Loan No.: 0329363069  
Loan No.: 0032911703

\_\_\_\_\_ (Seal)  
 Date 2/10/2010 Elvan Jones, Sr. -Borrower

\_\_\_\_\_ (Seal)  
 Date \_\_\_\_\_ -Borrower

\_\_\_\_\_ (Seal)  
 Date \_\_\_\_\_ -Borrower

\_\_\_\_\_ (Seal)  
 Date \_\_\_\_\_ -Borrower

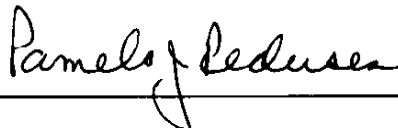
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Aurora Loan Services LLC (Seal)  
-Lender

Mortgage Electronic Registration Systems, Inc. (Seal)  
-Mortgagee

By: 

By: 

Printed/Typed Name: Regina Lashley

Printed/Typed Name: Pamela J. Pedersen

Its: Vice Pres.

Its: Assistant Secretary

Date: MAY 25 2010

Date: MAY 25 2010

Property of Cook County Clerk's Office