



Doc#: 1023954008 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/27/2010 09:42 AM Pg: 1 of 6

Return To:
Epic Real Estate Solutions, Inc.
600 Clubhouse Drive, Suite 300
Coraopolis, PA 15108

LOAN MODIFICATION AGREEMENT

(Providing for Step Interest Rate)

Loan Number: 4704262216

This Loan Modification Agreement ("Agreement"), made this **20th** day of **May**, 2010, between

MIROSLAV SACEK AND ANDREA SACEK

("Borrower") and

Webster Bank **609 W JOHN'SON AVE, CHESHIRE, CT 06410**

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), Dated **7/30/2009** and recorded in the County Records of Cook County, in Doc# 0923915032, 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:

**8157 LAKE ST
WILLOW SPRINGS IL 60480**

the real property described being set forth as follows:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS 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):

- As of **5/28/2010**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **35,369.02**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.

**MULTISTATE LOAN MODIFICATION AGREEMENT - Single-Family - Fannie Mae
Uniform Instrument Form 3179 1/01 (rev. 6/06) - Providing For Fixed Interest
Rate; & Amended to include Notary Acknowledgments and/or other
recording information**

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S	<u>4</u>
P	<u>6</u>
S	<u>N</u>
M	<u>M</u>
SC	<u>4</u>
E	<u>4</u>
INT	<u>9/11</u>

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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 at an annual interest rate and Borrower promises to pay monthly payments of principal and interest in U.S. dollars on the same day of each succeeding month according to the following schedule until principal and interest are paid in full:

INTEREST RATE CHANGE DATE	INTEREST RATE	NUMBER OF MONTHLY PRINCIPAL & INTEREST PAYMENTS DUE STARTING ON	MONTHLY PRINCIPAL & INTEREST PAYMENT AMOUNT
5/28/2010	4.0 %	12 monthly principal & interest payments starting on 5/28/2010	\$ 168.86
5/28/2011	5.0%	12 monthly principal & interest payments starting on 5/28/2011	\$ 189.32
5/28/2012	6.5 %	215 monthly principal & interest payments starting on 5/28/2012	\$ 221.27

If on **4/28/2040**(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.

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 above:

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- 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

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Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been 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.
- b) 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 or remedies 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) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
- d) 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.
- e) 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.
- f) 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.

SIGNATURE PAGES FOLLOW.

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Miroslav Sacek (Seal)
MIROSLAV SACEK-Borrower

Andrea Sacek (Seal)
ANDREA SACEK-Borrower

-Borrower (Seal)

-Borrower (Seal)

BORROWER ACKNOWLEDGMENT

State of: Illinois

County of: Cook

This instrument was acknowledged before me on the 27th day of May, 2010 by,

Miroslav Sacek and Andrea Sacek who
acknowledge it was executed for the purposes therein contained.

Carol M. Treace
Notary Public

My commission expires: 11-10-13

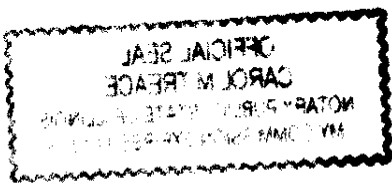


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-Lender, WEBSTER BANK (Seal)

Print Name: Marvin F Mendosa

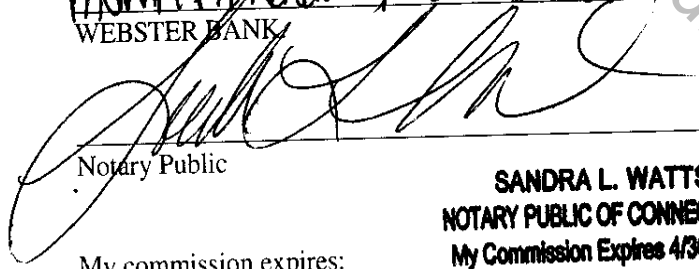
Print Title: AVP, Loss Mitigation

LENDER ACKNOWLEDGMENT

State of: Connecticut

County of: New Haven

This instrument was acknowledged before me on the 20th day of May, 2010 by,
Marvin F. Mendosa, Assistant Vice President (Name and Title) as Attorney in Fact for
WEBSTER BANK



Notary Public

SANDRA L. WATTS
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 4/30/2015

My commission expires:

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COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Exhibit A: Legal Description

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN CITY OF WILLOW SPRINGS, COOK COUNTY, STATE OF ILLINOIS, BEING KNOWN AND DESIGNATED AS LOT 1 IN WILLOW PARK II BEING A SUBDIVISION OF PART OF THE NE 1/4 OF SECTION 33 TOWNSHIP 38 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BY FEE SIMPLE DEED FROM MARTIN SACEK, SINGLE AND MIROSLAV SACEK, MARRIED TO ANDREA SACEK AS SET FORTH IN DOC # 0632405168 DATED 10/13/2006 AND RECORDED 11/20/2006, COOK COUNTY RECORDS, STATE OF ILLINOIS.

Tax ID: 18-33-207-045-0000

0042CG ALTA Commitment (6/17/06) – Schedule A
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