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Doc#: 1026303104 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/20/2010 02:19 PM Pg: 1 of 5

Property of Cook County Clerk's Office

PHH Mortgage Loan Number 0026370379
Fannie Mae Loan Number 4003820692

Prepared by: Leanna Smolar

Prepared at:
Mortgage Services
2001 Bishops Gate Blvd.
Mt. Laurel, NJ 08054
(877) 766-8244
Parcel #13-34-210-009-0000

County Recorder,
Record and return to:
Mortgage Services
1 Mortgage Way/P O Box 5449
Mt. Laurel, NJ 08054

LOAN MODIFICATION AGREEMENT

Three Original Loan Modification Agreements must be executed by the Borrower
One Original is to be filed with the note and one Original is to be recorded in the Land
Records where the Security Instrument is recorded

This Loan Modification Agreement ("Agreement") made this 17th day of August, 2010 between JOEL PENA JR., AN UNMARRIED MAN ("Borrower(s)") and COLDWELL BANKER MORTGAGE (Lender) amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated 12/15/2003 securing the original principal sum of \$232,551.00 and recorded on 12/23/2003 in Instrument #0335718015 of the County of COOK 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 as the "Property", located at 2233 NORTH LOWELL CHICAGO, IL 60639 the real property described being set forth as follows:

LEGAL DESCRIPTION: See Attached

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 the FIRST day of AUGUST 2010, the amount payable under the Note and the Security Instrument (the "Unpaid "Principal Balance") is U.S. \$259,061.58 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

S ✓
P 5
S N
M N
SC ✓
E ✓
INT ✓

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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 for the first year at the yearly rate of **2.00%**, from the **FIRST** day of **AUGUST 2010**, and Borrower promises to pay in monthly payments of principal and interest in the amount of **\$1,100.87** beginning on the **FIRST** day of **SEPTEMBER 2010**. During the *sixth* year of the loan term, interest will be charged at the yearly rate of **3.00%**, from the **FIRST** day of **AUGUST 2015**, the Borrower shall pay monthly payments of principal and interest in the amount of **\$1,206.46** beginning on the **FIRST** day of **SEPTEMBER 2015**. During the *seventh* year of the loan term, interest will be charged at the yearly rate of **4.00%**, from the **FIRST** day of **AUGUST 2016**, and the Borrower shall pay monthly payments of principal and interest in the amount of **\$1,312.72** beginning on the **FIRST** day of **SEPTEMBER 2016**. During the *eighth* year of the loan, interest will be charged at the yearly rate of **4.75%**, from the **FIRST** day of **AUGUST 2017**, and the borrower promises to pay in monthly payments of principal and interest in the amount of **\$1,391.96** beginning on the **FIRST** day of **SEPTEMBER 2017**, and shall continue the monthly payments thereafter on the same day each succeeding month until principal and interest are paid in full. If on **07/01/2035** (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.

The Borrower will make such payments at **2001 Bishops Gate Blvd, Mt. Laurel, NJ 08054** or at such other place as the Lender may require.

3. 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 written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

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 this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also 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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5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note or 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 of the terms and provisions thereof, as amended by this Agreement.

(Seal)
-Witness
Joel Pena Jr.

(Seal)
JOEL PENA JR. -Borrower
(Must Sign In Black Ink Only)

(Seal)
-Witness

(Seal)
-Borrower
(Must Sign In Black Ink Only)

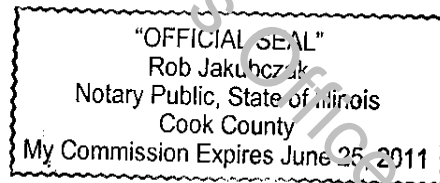
STATE OF: ILLINOIS
COUNTY OF: COOK

Be it remembered, that on this 17 day of August in the year of Our Lord two thousand and ten(2010) before me, the subscriber a **NOTARY PUBLIC**, personally appeared **JOEL PENA JR** who I am satisfied is/are the person(s) who signed the within instrument, and I acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed. All of which is hereby certified.

Sworn and Subscribed before me on this 17 day of August 2010.

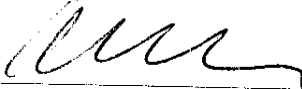
[Signature]

(Seal)
(Must Sign In Black Ink Only) Notary Public



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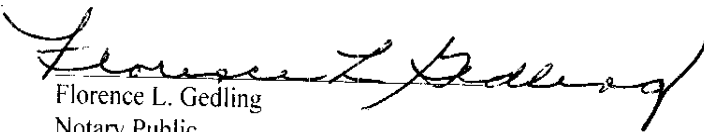
Coldwell Banker Mortgage

By: 
Andrea Kanopka
Assistant Vice President

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW JERSEY
COUNTY OF BURLINGTON

ON this 2nd day of September 2010, before me, Florence L. Gedling a Notary Public in and for said state and county, personally appeared Andrea Kanopka, the Assistant Vice President of Coldwell Banker Mortgage executed the within instrument Coldwell Banker Mortgage herein named, and acknowledged to me that Coldwell Banker Mortgage executed the within instrument pursuant to its by-laws or resolution of its Board of Directors. Witness my hand and official seal in the state and county last aforesaid.


Florence L. Gedling
Notary Public
My Commission Expires: 06/25/2012

FLORENCE L. GEDLING
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/25/2012

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LEGAL DESCRIPTION
LOAN #0026370379 – PENA, JR.
PARCEL #13-34-210-009-0000 ✓

**LOT 8 IN SIDNEY MANDL'S RESUBDIVISION ✓
OF LOTS 50 TO 60 BOTH INCLUSIVE IN SAM
BROWN JR'S PENNOCK SUBDIVISION IN
THE NORTHEAST ¼ OF SECTION 34,
TOWNSHIP 40 NORTH, RANGE 13, EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS**

**ALSO KNOWN AS:
2233 NORTH LOWELL ✓
CHICAGO, IL 60639**