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Recording Requested by  
**Cherry Creek Mortgage Company Inc**

Doc#: 1034803111 Fee: \$50.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/14/2010 02:59 PM Pg: 1 of 8

AND WHEN RECORDED MAIL TO:  
7600 Orchard Rd. Ste 250-N  
Greenwood Village, CO 80111

BAC Loan: 222596762

Space Above for Recorder's Use

## LOAN MODIFICATION AGREEMENT

Lenders Loan Number: 660900584  
MIN: 1000302-0660900584-3 MERS Phone: 1-888-679-6377

This Loan Modification Agreement (the "Agreement"), made this **September 20, 2010**, between **James A Stempien** (the "Borrower") and **Cherry Creek Mortgage Company Inc, Mortgage Electronic Registration Systems, Inc.** (Mortgagee) amends and supplements the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **August 25, 2010** and **granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors, P.O Box 2026, Flint, Michigan 48501 - 2026** and recorded in Book or Liber 194504033, at pages (s) \_\_\_\_\_, of the County of Cook, State of Illinois ("the Security Instrument"), and covering the real property specifically describe as follows:

See Attached Exhibit "A"

This property is more commonly known as:

**1733 West Irving Park Road Unit #502, Chicago, IL 60613**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

See Attached Exhibit "B"

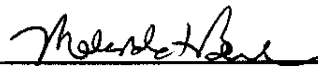
8  
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The Borrowers shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument.

Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrowers and **Cherry Creek Mortgage Company Inc** shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall remain in full force and effect and shall continue to be a first lien on the above-described property. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

**Cherry Creek Mortgage Company Inc**

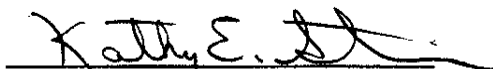


Melinda F Berlin, AVP Post Closing Manager



James A Stempien

**Mortgage Electronic Registration Systems, Inc.**



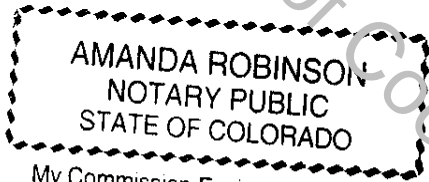
Kathy E Stein, VP Operations

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STATE OF Colorado                    )  
  )        SS.  
COUNTY OF Arapahoe            )

On this ~~September~~ <sup>28</sup> 29, 2010, before me, Amanda Robinson, Notary Public, personally appeared Kathy E Stein, VP Operations, personally known to me to be the person whose name is signed to the within instrument and acknowledged to me that she executed the same in his authorized capacity, and that by her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



My Commission Expires 01/04/2011

(SEAL)

*Amanda Robinson*  
Amanda Robinson, Notary Public

Commission Expires:

1-4-2011

Property of Cook County Clerk's Office

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(ALL SIGNATURES MUST BE ACKNOWLEDGED)

ILLINOIS  
STATE OF ~~Colorado~~ )  
COUNTY OF COOK ) SS.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **James A Stempien**, or proved to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this SEPTEMBER 27, 2010



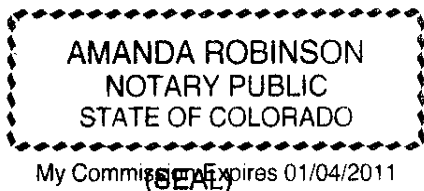
Rita Borland  
Notary Public

STATE OF Colorado )  
COUNTY OF Arapahoe ) SS.

On this September 29, 2010, before me, **Amanda Robinson**, Notary Public, personally appeared **Melinda F. Berlin, AVP Post Closing Manger**, personally known to me to be the person whose name is signed to the within instrument and acknowledged to me that she executed the same in his authorized capacity, and that by her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Amanda Robinson  
Amanda Robinson, Notary Public



Commission Expires:  
1-4-2011

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**Exhibit "A"**  
**Legal Description**

UNIT NUMBER 502 IN POST CARD PLACE CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

**PARCEL 1:**

LOTS 1 THROUGH 10, BOTH INCLUSIVE, IN BLOCK 2 IN BUECHNER'S SUBDIVISION OF BLOCK 2 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTH EAST 1/4 THEREOF), IN COOK COUNTY, ILLINOIS; AND

**PARCEL 2:**

THE WESTERN 25 FEET OF LOT 44 IN BLOCK 2 IN H. C. BUECHNER'S SUBDIVISION OF BLOCK 2 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST 1/4 OF THE NORTH EAST 1/4 AND THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4) IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM RECORDED DECEMBER 16, 1996 AS DOCUMENT 96941338, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

14-19-205-040-1028

Cook County Clerk's Office

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## EXHIBIT B

**FHA MULTISTATE ADJUSTABLE RATE RIDER****STEMPIEN**

Loan #: 660900584

MIN: 100030206609005843

FHA Case No: 137-5914393-731

THIS ADJUSTABLE RATE RIDER is made this 25TH day of **AUGUST**, 2010 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to **CHERRY CREEK MORTGAGE CO., INC.**, (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

**1733 WEST IRVING PARK ROAD UNIT 502, CHICAGO, IL 60613**

[Property Address]

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWERS INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**INTEREST RATE AND MONTHLY PAYMENT CHANGES****(A) Change Rate**

The interest rate may change on the first day of **JANUARY**, 2016, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

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**(B) The Index**

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. As used in this Rider, "Secretary" means the Secretary of Housing and Urban Development or his or her designee." Lender will give Borrower notice of the new Index.

**(C) Calculation of Interest Rate Changes**

Before each Change Date, Lender will calculate a new interest rate by adding a margin of **TWO AND ONE-FOURTH** percentage point(s) (2.250%) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

**(D) Limits on Interest Rate Changes**

The interest rate will never increase or decrease by more than **ONE** percentage point(s) (1.000%) on any single Change Date. The interest rate will never be more than **FIVE** percentage points (5.000%) higher or lower than the initial interest rate.

**(E) Calculation of Payment Change**

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

**(F) Notice of changes**

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

**(G) Effective Date of Changes**

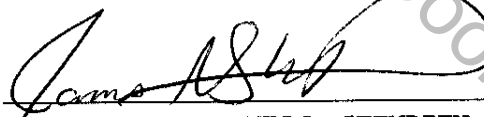
A new interest rate calculated in accordance with Paragraphs (C) and (D) of this Rider will

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become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by Paragraph (F) of this Rider. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with Paragraph (E) of this Rider for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with Paragraph (E) of this Rider decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not assignable even if the Note is otherwise assigned before the demand for return is made.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

  
 9/27/10  
 BORROWER - JAMES A. STEMPIEN - IATE -