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Doc#: 1102439013 Fee: \$48.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 01/24/2011 09:00 AM Pg: 1 of 7

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LOAN MODIFICATION **AGREEMENT**

(P) oviding for Step Interest Rate)

Loan Number: 1423331378

This Loan Modification Agreement ("Agreement"), maic 11.118

26th day of July, 2010

LEONARD OUTLAW, Borrower, ENEDINA VARGAS, Co-Borrower

NEIGHBORHOOD LENDING SERV

Recording Requested By

("Borrower") and

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), INST#: 0722835059 ON 08/16/2007 Records of July 12, 2007 and recorded in the dated [Name of Records]

> COOK COUNTY, IL [County and State, or other Jurisdiction]

DMI MODIFIED

LOAN MODIFICATION AGREEMENT - Single-Family - Fannie Mae Uniform Instrument - Providing For Step Interest Rate Amended to include Notary Acknowledgments and other information

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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

2252W 19TH ST CHICAGO, IL 60608

[Property Address]

the real property described being set forth as follows: 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 July 26, 2010 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 172,485.60 , 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 at an unpublishment 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 | PAYMENTS DUE STARTING ON | MONTHLY PAYMENT AMOUNT |
|------------------------------|------------------|--|--|
| 08/01/2010 | 4.000% | 24 monthly principal & interest payments starting on 09/01/2010 | \$871.41 monthly principal &interest payment |
| 08/01/2012 | 5.500% | 300 monthly principal & interest payments starting on 09/01/2012 | \$1,013.80 monthly principal &interest payment |

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If on August 1, 2037 (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
 - 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. Perrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, esclow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; lowe er, 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 raw of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, raw 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 been entitled; and
 - (b) all terms and provisions of any adjustable rate rider or limely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or pa tially 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 plso 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 or ligations 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 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 prosons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

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- (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) Bor ower 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES FOLLOW.

Wolters Kluwer Financial Services @2009, 2008

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Order Number 9364052

Loan #

: 1423331378

Exhibit A

LEGAL DESCRIPTION

Situated in Cook County, Illinois:

Lot 10, inclusive in the Resubdivision of Lots 40 to 45, inclusive and the West 16 feet of Lot 46 in Block 4 of W.F. Johnston's Subdivision of the North 1/2 of the West 1/2 of the Southwest 1/4 of Section 19, Township 15 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. 5 171.

Of Cook Colling Clark's Office

Assessor's Parcel No.

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| I feel | (7.1) |
|---|------------------------------|
| LEONARD OUTLAW | (Seal) -Borrower |
| LEONARD OUTLAW | -Bollowel |
| andera Virges | (01) |
| ENEDINA VARGAS | (Seal) |
| LINDINA VAROAS | |
| | (Seal) |
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| | (Seal) |
| 7- | -Borrower |
| BORROWER ACKNOWLEDGMENT | |
| State of Illinois | |
| County of | Ux |
| This instrument was acknowledged before me on | O/5/100 b |
| LEONARD OUTLAW, ENEDINA VARGAS | |
| | C |
| My commission expires: 11-28-10 OFFICIAL SEAL | *{ |
| / /// / S MECTOR AVILA | |
| NOTARY PUBLIC, STATE OF ILLINOIS | 5 § . 10 \$ |
| MY COMMISSION EXPINES | |
| Notary Public | |
| | |

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| NEIC | GHBORHOOD LENDING SERV | -(Scal) -Lender |
|--------------------|---|--------------------|
| Ву:_ | Riber Coffey Asst. Deput & Diffector 2 abia Coff() | |
| | Asst. Deputy Diffector Robin Coffic | |
| This Ro as a | e of Illinois) nty of Cook) s instrument was acknowledged before me on 12th day of August, 2010 bbin Coffey, Asst. Deputy Director ttorney-in-fact for GHBORHOOD LENDING SERV | by |
| (Seal) | OFFICIAL SEAL ALEJANDRINA AGUILAR Notary Public - State of Illinois My Commission Expires Jul 30, 2012 My Commission Expires: July 30, 2012 My Commission Expires: July 30, 2012 Alejandrina Aguilar Notary Public, State of ill | inois |
| DMI | My Commission Expires. Saly 30, 2012 | |

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