



Recording & Administration
GMAC Mortgage, LLC,
Attention: Loss Mitigation
3451 Hammond Avenue
Waterloo, IA 50702
Custodian ID: RW1
Investor Number: 40239575

Doc#: 1107619030 Fee: \$76.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/17/2011 10:25 AM Pg: 1 of 6

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INTEREST ONLY STEP RATE LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") made this August 1, 2010 ("Effective Date") between YELENA BRITVA ("Borrower") and GMAC Mortgage, LLC the Lender/ Servicer or agent for Lender/ Servicer ("Lender"), amends and supplements that certain promissory note ("Note") dated December 30, 2004 in the original principal sum of Two Hundred Ninety Four Thousand Dollars and No Cents (\$ 294,000.00) executed by Borrower. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, and if applicable, recorded on with Instrument Number in Book and/or Page Number of the real property records of LAKE County, IL. Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 430 SUSSEX COURT BUFFALO GROVE IL 60089-0000, which real property is more particularly described as follows:

Cook Conty

Ref on 1-3-05 # Inst 0500345005
(Legal Description if Applicable for Recoding Only)

Borrower acknowledges that "Lender" is the legal holder and the owner, or agent/ servicer for the legal holder and owner, of the Note and Security Instrument and further acknowledges that if "Lender" transfers the Note, as amended by this Agreement, the transferee shall be the "Lender" as defined in this Agreement.

Borrower has requested, and "Lender" has agreed to extend or rearrange the time and manner of payment of the Note and to extend and carry forward the lien(s) on the Property created by the Security Instrument.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and Security Instrument (New Principal Balance) is \$ 358,773.24. This New Principal Balance, along with any other amount outstanding will be paid in full by the end of the Term of my loan (the Maturity Date), or when I payoff my loan at the time when I sell or transfer any interest in my home, refinance the loan, or when the last scheduled payment is due and the "Lender" will be under no obligation to refinance my loan.
2. Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of "Lender" the Principal Balance, consisting of the amount(s) loaned to Borrower by "Lender" and any accrued but unpaid interest capitalized to date as applicable, along with any other amounts that may come due under the terms of the original Note and security Instrument.
3. Interest will be charged on the unpaid principal balance until the full amount of that principal has been paid. Borrower promises to make a payment every month. This monthly payment will consist of interest only starting on September 1, 2010 and ending on August 1, 2020. The initial Interest Only payment will be \$ 597.96 at the initial rate of 2.00000; after which that rate will be increased by 1.00% per annum every 12 months thereafter as follows. The payment amount will adjust with each rate adjustment or principal curtailment received.

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Interest Rate	From	Through
2.00000	August 1, 2010	August 1, 2014
3.00000	August 1, 2014	August 1, 2015
4.00000	August 1, 2015	August 1, 2016
5.00000	August 1, 2016	August 1, 2017
5.12500	August 1, 2017	January 1, 2035

4. Beginning on September 1, 2020 and continuing thereafter until all principal is paid in full, interest will be charged at the rate of 5.12500 per year. Borrower will make payments consisting of principal and interest for the remaining term of the loan in an amount sufficient to repay the loan, in full, by the "Maturity Date". The date of the borrower's first payment consisting of both principal and interest shall be September 1, 2020. Each monthly payment will be applied as of its scheduled due date, and it will be applied to interest before principal. The amounts indicated in this paragraph do not include any required escrow payments for items such as hazard insurance or property taxes; if such escrow payments are required the monthly payments will be higher and may change as the amounts required for escrow items change.
5. If on January 1, 2035 (the "Maturity Date"), Borrower still owes any amounts under the Note and Security Instrument, or any other amounts as otherwise provided for in this Agreement, Borrower will pay these amounts in full on that date. Borrower will make such payments at 3451 Hammond Avenue, Waterloo, IA 50702 or at such other place as Lender may require.
6. If "Lender" has not received the full amount of any monthly payment within the grace period provided for in the original Note or as otherwise provided for by law, Borrower will pay a late payment fee to "Lender" in an amount calculated based on the late charge percentage provided for in the original Note, or as otherwise provided for by law, and the monthly payment required under this Agreement, with a maximum as provided for in the Note, or otherwise provided by law. Borrower will pay this late charge promptly but only once on each late payment. The late charge is not in lieu of any other remedy of "Lender", including any default remedy.
7. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended (if the Maturity Date of the original Note has been extended) until the indebtedness evidenced by the Note and this Agreement has been paid-in-full. "Lender" and Borrower acknowledge and agree that such renewal, amendment, modification, rearrangement or extension (if applicable) shall in no manner affect or impair the Note or liens and security interests securing same, the purpose of this Agreement being simply to modify, amend rearrange or extend (if applicable) the time and the manner of payment of the Note and indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note, which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note.
8. If all or any part of the Property or any interest in it 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, at 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 prohibited by applicable law. In addition, if "Lender" exercises this option, "Lender" shall give Borrower all notice(s) that may be required by law before accelerating the debt after which, 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 this 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. For purposes of this paragraph, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is transfer of title by Borrower at a future date to a purchaser.

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9. As amended hereby, the provisions of the Note and Security Instrument shall continue in full force and effect, and the Borrower acknowledges and reaffirms Borrower's liability to "Lender" thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and "Lender" will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement, including but not limited to, in the case of the Borrower, the obligation to pay items such as taxes, insurance premiums or escrow items, as applicable. Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow "Lender" to exercise all of its remedies set forth in said Security Instrument.
10. "Lender" does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement.

EACH OF THE BORROWER AND THE "LENDER" ACKNOWLEDGE THAT NO REPRESENTATIONS, AGREEMENTS OR PROMISES WERE MADE BY THE OTHER PARTY OR ANY OF ITS REPRESENTATIVES OTHER THAN THOSE REPRESENTATIONS, AGREEMENTS OR PROMISES SPECIFICALLY CONTAINED HEREIN. THIS AGREEMENT, AND THE NOTE AND SECURITY INSTRUMENT (AS AMENDED HEREBY) SETS FORTH THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

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Executed effective as of the day and year first above written.

07/29/10 YELENA BRITVA
Date

Date

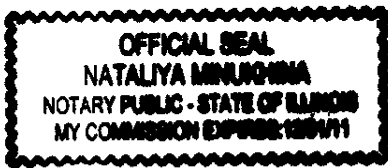
Date

Date

BORROWER ACKNOWLEDGMENT

State of ILLINOIS
County of COOK

On this 29th day of July, 2010, before me, the undersigned, a Notary Public in and for said county and state, personally appeared YELENA BRITVA, personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.



Witness my hand and official seal.

Nataliya Minujinska
Notary Public

My Commission Expires: 12/01/11

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GMAC Mortgage, LLC

By: Kristi M. Caya
Limited ~~Signing Officer~~
Limited Signing Officer

Date: _____

LENDER ACKNOWLEDGMENT

State of Iowa
County of Black Hawk

On this 21 day of Sept, 2010 before me, the undersigned, a Notary Public in and for said county and state, personally appeared Kristi M. Caya, personally known to me or identified to my satisfaction to be the person who executed the within instrument as Limited Signing Officer of GMAC Mortgage, LLC, said instrument is the act and deed of said entity, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

Reece Sealock
Notary Public
My Commission Expires: _____



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LEGAL DESCRIPTION

LOT 64 IN CAMBRIDGE COUNTRYSIDE UNIT ONE, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON NOVEMBER 15, 1965, AS DOCUMENT NUMBER 2242117, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

WHEN RECORDED MAIL TO:

First American Title
P.O. Box 27070
Santa Ana, CA 92709
Attn: Recording Dept

6125916