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Doc#: 1112315007 Fee: \$54.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/03/2011 10:11 AM Pg: 1 of 10

Prepared By:  
Central Mortgage Company  
801 John Barrow Road, Suite 1  
Little Rock, AR 72205  
501-716-6026

Return to:  
WACO Modifications  
Attn: Crystal Zihala  
801 John Barrow Rd, Suite 1  
Little Rock, AR 72205  
File #: 1100393-968

Space Above This Line For Recording Data

Loan No.: 0292102328  
MERS No.:

Investor Loan No.: 331940345  
MERS Phone: 1-888-679-6377

**LOAN MODIFICATION AGREEMENT  
(To a Fixed Interest Rate)**

**IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO 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 (the "Agreement"), made and effective this 13th day of April, 2011, between Central Mortgage Company ("Lender") and Ximena Diaz and Joseph Diaz, wife and husband, not as joint tenants, not as tenants in common, but as tenants by the entireties ("Borrower"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated the 16th day of September, 2006, in the original principal sum of U.S. \$266,000.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded in Doc #: 0627255101 of the Cook Records of Cook County, Illinois (County and State, or other Jurisdiction). The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

4946 Howard Street, Skokie, IL 60077,  
(Property Address)

the real property described being set forth as follows:  
Parcel #/Property Tax ID: 10282300250000

**EXHIBIT A attached hereto and made a part hereof**

*PIN 10-24-730-025-0000*

*yes*  
*10*  
*N*  
*N*  
*yes*  
*yes*  
*sw*

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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## LOAN MODIFICATION AGREEMENT

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Title Order No. 80207457

Loan # 0292102328

**THIS PAGE IS ADDED TO ALLOW ADEQUATE ROOM FOR RECORDING INFORMATION -  
PLEASE DO NOT REMOVE**

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1-4 Family Rider (Assignment of Rents) attached hereto and made a part herewith as Exhibit B.

*Modification Bankruptcy Discharge Rider attached as Exhibit C*

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. Current Balance. As of April 1, 2011, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$309,671.46.
2. Interest Rate. 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 the yearly rate of 4.625%, beginning April 1, 2011, both before and after any default described in the Note. The yearly rate of 4.625% will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. \$1,417.15, beginning on the 1st day of May, 2011, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on April 1, 2051 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. Place of Payment. Borrower must make the monthly payments at Central Mortgage Company, P.O. Box 8025, Little Rock, AR 72703 or such other place as Lender may require.
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
6. Property Transfer. 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 given in accordance with Section 15 of the Security Instrument, 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 this Security Instrument without further notice or demand on Borrower.


7. Compliance with Covenants. 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.

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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 where 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.

In Witness Whereof, Lender and Borrower have executed this Agreement.

  
Ximena Diaz

  
Joseph Diaz

Property of Cook County Clerk's Office

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\_\_\_\_ Space Below This Line For Acknowledgment in Accordance with Laws of Jurisdiction \_\_\_\_

### BORROWER ACKNOWLEDGMENT

State of IL

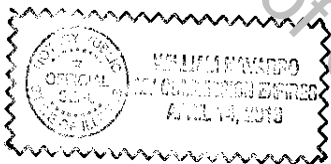
County of COOK

On April 18<sup>th</sup>, 2011, before me William Navarro notary (name and title of officer), personally appeared Ximena Diaz and Joseph Diaz, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of IL that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)



William Navarro

Notary Public, State of IL  
My Commission Expires: 4.14.2013

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## Exhibit "A"

LOT 33 IN HOWARD STREET AND LINCOLN AVENUE SUBDIVISION OF BLOCK 17, IN CIRCUIT COURT PARTITION IN THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 20, 1924 AS DOCUMENT NO. 8290479 IN COOK COUNTY, ILLINOIS.

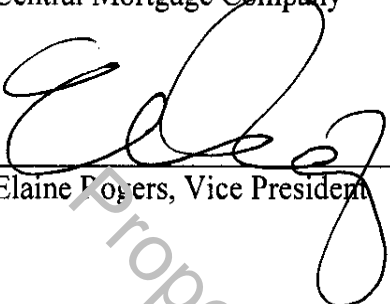
PIN: 10-28-230-025

Property of Cook County Clerk's Office

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[Space Below This Line For Acknowledgment in Accordance with Laws of Jurisdiction]

Central Mortgage Company



\_\_\_\_\_  
Elaine Rogers, Vice President

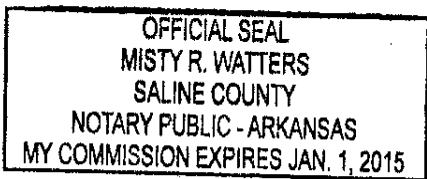
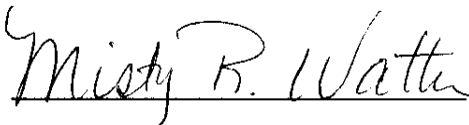
## LENDER/MORTGAGEE ACKNOWLEDGEMENT

State of Arkansas           §  
County of Saline           §

On April 21, 2011 before me Misty R. Watters, Notary Public personally appeared Elaine Rogers, Vice President of Central Mortgage Company, Lender, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

\_\_\_\_\_  
Misty R. Watters

Notary Public, State of Arkansas  
My Commission Expires: 1/1/2015

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File #: 1100393-968  
 Loan No.: 0292102328  
 Investor Loan No.: 331940345

## EXHIBIT B

### 1-4 FAMILY RIDER

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 13th day of April, 2011, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Central Mortgage Company (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

4946 Howard Street, Skokie, IL 60077  
 (Property Address)

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.



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## H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

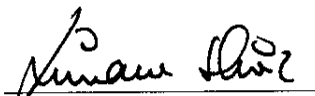
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

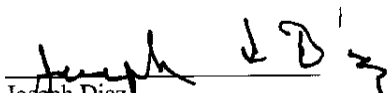
Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

  
Ximena Diaz

  
Joseph Diaz

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File #: 1100393-968  
Loan No.: 0292102328  
Investor Loan No.: 331940345

*Exhibit C*

## Modification Bankruptcy Disclosure Rider

THIS MODIFICATION BANKRUPTCY RIDER, effective the 13th day of April, 2011, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Ximena Diaz and Joseph Diaz, wife and husband (the "Borrower") and Central Mortgage Company (the "Lender") covering the Property described in the Loan Modification Agreement located at:

4946 Howard Street, Skokie, IL 60077

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

Borrower represents that Borrower was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Note and Security Instrument. Borrower and Lender acknowledge and agree that the Loan Modification Agreement does not affect the discharge of the Borrower's personal liability on the debt.

*Ximena Diaz*  
Ximena Diaz

4-18-2011  
Date

*Joseph Diaz*  
Joseph Diaz

4-18-2011  
Date

4-21-11  
Date

Central Mortgage Company

By: *[Signature]*  
~~Elaine Rogers, Asst. Secretary~~

**Vice President**