1113615825

When Recorded Return To: NATIONAL BANKRUPTCY SERVICES.COM, LLC 9441 LBJ FREEWAY, SUITE 250 DALLAS, TX 75243 ATTN: LOSS MITIGATION DEPARTMENT Doc#: 1113615025 Fee: \$46.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 05/16/2011 11:21 AM Pg: 1 of 6

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THIS DOCUMENT WAS PREPARED BY: ARTHUR HOFISI NATIONAL BANKRUPTCY SERVICES LLC 9441 LBJ FREEWAY, SUITE 250 DALLAS, TEXAS 75243

Tax Parcel No.:

[Space At ove This Line for Recording Data]

Original Recorded Date: OCTOBER 15, 2005

Loan No. 19017227

Original Principal Amount: \$ 224,000.05

#### LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 12TH day of JULY, 2010 between VALENTIN VACA AND SILVIA VACA

("Boffower") and bank of america, national association as successor by merger to Las. LLE bank national association, as trustee under the pooling and servicing agreement dated as of december 1, 2006, gsamp trust 2006-he8; litton loads truicing lp as a "Hoeridein" ract

amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security P. strument"), and Timely Payment Rewards Rider, if any, dated SEPTEMBER 25, 2006 and recorded in

, of the Official Records of (Name of Records)

**COOK COUNTY, ILLINOIS** 

, and (2) the Note bearing the same date as, and

(County and State, or other jurisdiction)
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

11730 S AVENUE J, CHICAGO, ILLINOIS 60617

(Property Address)

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Form 3179 1/01 (rev. 01/09)

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CoreLogic Document Services

CoreLogic, Inc.

CLDS# FM3179 Rev. 04-05-10

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the real property described being set forth as follows:

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwir' standing anything to the contrary contained in the Note or Security Instrument):

- 1. As of AUCU'sT 1, 2010 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 219,470.99 , consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Inpaid Principal Balance at the yearly rate of **7.050** %, from Borrower promises to make monthly payments of principal and **AUGUST 1, 2010** beginning on the 1ST day of SEPTEMBER, 2010, and interest of U.S. \$ 1,533.02 continuing thereafter on the same day of each succeeding month until principal and interest % will remain in effect until principal and interest are paid in full. The yearly rate of 7.050 (the "Maturity Date"), Borrower still owes are paid in full. If on OCTOBER 01, 2036 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 intracciate 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 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, 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; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

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#### 19017227

- (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, including, where applicable, the Timely Payment Rewards rate reduction, as 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 Timely Payment Rewards Rider, where applicable, 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.
- 5. Borrow 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 also 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 obligations or labilities 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 Lend of 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 persons in any way obligated for, or limble on, the Note and Security Instrument are expressly reserved by Lender.
  - (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) Borrower agrees to make and execute such other documents or papers as any 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, administrator, and assigns of the Borrower.

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BANK OF AMERICA, NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE BA POOLING AND SERVICING AGREEMENT DATED AS OF DECEMBER 1, 2006, GSAMP TRUST 2	
Name: JOHN CRANDALL Its: VOE PRESIDENT	- Lender
Valent Vaca	(Seal)
VALENTIN VACA	- Borrower
Silva Vaca	(Seal)
SILVIA VACA	- Borrower
· C	(g. I)
	(Seal)
	- Bullowel
	(Seal)
	- Borrower
	(Seal
	- Borrower
	(Seal
	- Borrowe

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

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CLDS# FM3179-4 Rev. 04-05-10

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LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

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ILLINOIS

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CLDS# ILFM3179-5 Rev. 06-17-09

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Northern Title, Inc.

937 Roslyn Road, Glen Ellyn, IL. 60137

Title Department Phone: 630-717-1383, Title Department Fax: 630-717-7538

Authorized Agent For: Lawyers Title Insurance Corporation

#### SCHEDULE C - PROPERTY DESCRIPTION

Commitment Number: OAK-103477NTI

The land referred to in this Commitment is described as follows:

LOT 23 IN AVENUE HOMES SUBDIVISION, PHASE 5, BEING A SUBDIVISION OF LOTS 1 TO 17, BOTH INCLUSIVE, IN LOCK 34 IN WHITFORD'S PART OF SOUTH CHICAGO, A SUBDIVISION OF THE EAST FRACTIONAL 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD 'RINCIPAL MERIDIAN, ALSO, THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORT IN EST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE RIGHT-OF-WAY OF THE SOUTH CHICAGO SOUTHERN RAILROAD, (EXCEPT THE DESIGNATED STREETS OR ALLEYS, ON THE NORTH AND WEST SIDES OF THIS TRACT AND EXCEPT THAT PART FALLING INTO WHITFORD'S SUBDIVISION, AFORESAID), ALL IN COOK COUNTY, ILLINOIS.

FOR INFORMATION ONLY: 26-20-127-923

11730 SOUTH AVENUE J, CHICAGO IL 50617

PLEASE NOTE: THE PROPERTY ADDRESS AND JIP CODE ARE PROVIDED FOR CONVENIENCE ONLY.

WHEN RECORDED MAIL TO: First Aminican Title P.O. Box 276/J Santa Ana, C/. 92799 Attn: Recording 19pt

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