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This Instrument Was Prepared By:  
LITTON LOAN SERVICING LP  
9441 LBJ FREEWAY, SUITE 250  
DALLAS, TEXAS 75243

Doc#: 1119919054 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/18/2011 10:56 AM Pg: 1 of 6

When Recorded Mail To:  
NATIONAL BANKRUPTCY SERVICES.COM, LLC  
9441 LBJ FREEWAY, SUITE 250  
DALLAS, TX 75243  
ATTN: LOSS MITIGATION DEPARTMENT

Property of Cook County Clerk's Office  
[Space Above This Line For Recording Data]

Original Recorded Date: DECEMBER 19, 2006      Loan No. 100576735  
Original Principal Amount: \$ 118,000.00

## LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 7TH day of AUGUST, 2010, between LARRY C GROSSENBACHER AND KATHLEEN M GROSSENBACHER

("Borrower") and LITTON LOAN SERVICING LP

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated NOVEMBER 6, 2006 and recorded in

of the Official Records of COOK COUNTY, ILLINOIS, and (2)  
(Name of Records) (County and State, or other jurisdiction)

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  
✓ 5233 JAMES LANE APT 1314, CRESTWOOD, ILLINOIS 60445  
(Property Address)

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument      Form 3179 1/01 (rev. 01/09)  
CoreLogic Document Services      (page 1 of 5)  
CoreLogic, Inc.  
CLDS# FM3179 Rev. 04-05-10

S y  
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E y  
INT plr

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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 (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **JULY 31, 2010**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **124,583.26**, 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 the yearly rate of **7.875 %**, from **AUGUST 1, 2010**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **936.05** beginning on the **1ST** day of **SEPTEMBER, 2010**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **7.875 %** will remain in effect until principal and interest are paid in full. If on **DECEMBER 01, 2036** (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 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:

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- (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. 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 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 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 persons in any way obligated for, or liable 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 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.


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LITTON LOAN SERVICING LP ATTORNEY-IN-FACT

 \_\_\_\_\_ (Seal)  
 Name: \_\_\_\_\_ - Lender

Its: JOHN CRANDALL  
VICE PRESIDENT

 \_\_\_\_\_ (Seal)  
 LARRY GROSSENBACHER - Borrower

 \_\_\_\_\_ (Seal)  
 KATHLEEN M GROSSENBACHER - Borrower

\_\_\_\_\_ (Seal)  
 - Borrower

\_\_\_\_\_ (Seal)  
 - Borrower

\_\_\_\_\_ (Seal)  
 - Borrower

\_\_\_\_\_ (Seal)  
 - Borrower

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[Space Below This Line for Acknowledgments]

### BORROWER ACKNOWLEDGMENT

State of ILLINOIS

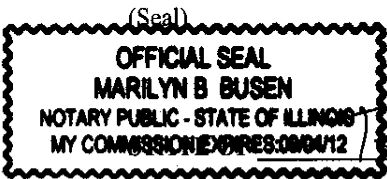
County of COOK

This instrument was acknowledged before me on August 23<sup>rd</sup> 2010 (date) by \_\_\_\_\_

LARRY C GROSSENBACHER AND KATHLEEN M GROSSENBACHER

Kathleen M Grossenbacher & Larry C Grossenbacher  
(name/s of person/s)

Marilyn B Busen (Signature of Notary Public)



### LENDER ACKNOWLEDGMENT

COUNTY OF Harris

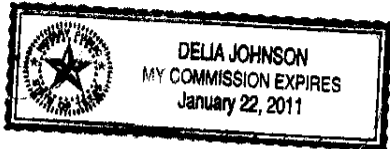
The foregoing instrument was acknowledged before me this 9-9-10 by JOHN CRANDALL, the Vice President of Litton Loan Servicing LP a Delaware Corp., on behalf of said entity.

Signature of Person Taking Acknowledgment Delia Johnson

Printed Name Delia Johnson

Title or Rank Notary Public

Serial Number, if any NA



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File No.: 93709

**EXHIBIT A**

Parcel 1: Unit 1314 in the Sandpiper South Condominium Unit Number 6, as delineated on survey of Lots 12 and 13 in Sandpiper South Unit Number 5, a subdivision of part of the Southwest  $\frac{1}{4}$  of Section 4, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (hereinafter referred to as parcel), which survey is attached as Exhibit "A" to Declaration of Condominium made by Beverly Bank, a corporation of Illinois, as trustee under trust agreement dated November 22, 1972 and known as trust number 84011 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as document number 24231933 and amended by document numbers 24322559 and 2465947; together with an undivided 100 percentage interest in said parcel (excepting from said parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and Survey).

Parcel 2: Easement appurtenant to and for the benefit of Parcel 1 as set forth in the Declaration of Easements made by Beverly Bank as trustee under trust agreement dated November 22, 1972 and known as trust number 84011 recorded December 12, 1973 as document number 22570315 and supplemented by document number 24404446 and as created by deed from Beverly Bank, a corporation of Illinois, as trustee under trust agreement dated November 22, 1972 and known as trust number 84011 to Eugene Swiatnicki and Wendy A. Swiatnicki, his wife recorded as document number 24464001 for the purposes of ingress and egress, all in Cook County, Illinois.

Pin: 28-04-301-02-1050

PROPERTY OF COOK COUNTY CLERK'S OFFICE