

UNOFFICIAL COPY



When Recorded Return To:
CitiMortgage, Inc.
Attn: Loss Mitigation Department #0010
5280 Corporate Drive
Frederick, MD 21703

Loan # 2003465719

LOAN MODIFICATION AGREEMENT (PROVIDING FOR FIXED INTEREST RATE/CAPITALIZATION)

This Loan Modification Agreement ("Agreement"), made 11/17/2010, between PAUL L JONES and ("Borrower") residing at 17001 ALBANY AVE T107, HAZEL CREST, IL, 60429-1172 and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. by assignment as Mortgagee of record (solely as nominee for Lender and Lender's successors and assigns) ("Lender") having offices at 5280 Corporate Drive, Frederick, MD 21703 and amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") dated 03/29/06 and recorded on 04/20/06, Document number 0611046058, Book number na, Page na in the Official Records of COOK County, Illinois 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 17001 S ALBANY UNIT T-107, HAZEL CREST, IL, 60429, the real property described as being set forth as follows:

APN: 28-25-117-029-1053
(SEE ATTACHED LEGAL DESCRIPTION)

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 11/17/10, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 48,942.67. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses in the total amount of \$ 4,634.79, have been added to the indebtedness under the terms of the Note and Security Instrument and the loan re-amortized over 360 months. When payments resume on 12/01/10, the New Unpaid Principal Balance will be \$ 53,577.46.

2. The Borrower promises to pay the New Unpaid Principal Balance, plus Interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.000% effective 11/01/10 (the "Interest Change Date"). The Borrower promises to make monthly payments of principal and interest of U.S. \$ 255.79 (which does not include amounts required for Insurance and/or Taxes) beginning on 12/01/10 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full.

If on 11/01/40 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay those amounts in full on the Maturity Date. All other terms stated in the Note remain the same.

The Borrower will make such payments at Post Office Box 9481, Gaithersburg, MD 20898-9481, or at such other place as the Lender may require.

3. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.



1203303058

Doc#: 1203303058 Fee: \$80.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/02/2012 03:40 PM Pg: 1 of 7

S N
P 4
S N
M N
SC y
E y
INT 11

W

UNOFFICIAL COPY

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay these sums prior to the expiration period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all the other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all the payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under Security Instrument; however, 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 rate of interest payable under the Note; and,
- (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, or part of, the Note and Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. 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 the Borrower and Lender will be bound by and comply with, all of the terms and provisions thereof, as amended by this Agreement.

6. It is mutually agreed that the Security Instrument shall constitute a first lien upon the premise and that neither the obligation evidencing the aforesaid indebtedness nor the Security Instrument shall in any way be prejudiced by this Agreement, but said obligation and Security Instrument and all the covenants and agreements thereof and the rights of the parties thereunder shall remain in full force and effect except as herein expressly modified.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this agreement on the date above written.

8/23/11 Paul Jones
 Date Borrower - PAUL L JONES

 Date Borrower -

 Date Borrower -

 Date Borrower -

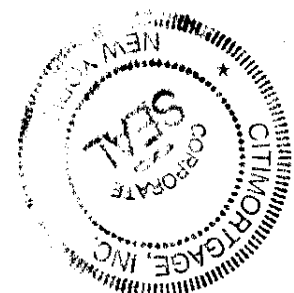
Mortgage Electronic Registration Systems, Inc. Larry Baumann 9/20/11
 Assistant Secretary
 Mortgage Electronic Registration Systems, Inc.

9/20/11 Larry Baumann
 Date Lender -



Larry Baumann
 Vice President

"CitiMortgage, Inc."



UNOFFICIAL COPY

ALL-PURPOSE ACKNOWLEDGMENT

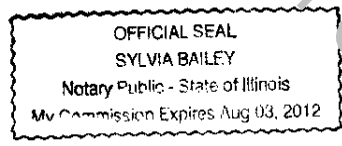
State of Illinois

County of Cook

On Aug. 23, 2011 before me, Sylvia Bailey
DATE NAME OF NOTARY PUBLIC

personally appeared Paul L. Jones
NAME(S) OF SIGNER(S)

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.

Place Notary Seal or Stamp Here

Sylvia Bailey
SIGNATURE OF NOTARY

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it may prove valuable to persons relying on this Acknowledgment and could prevent fraudulent reattachment of this certificate to another document.

DESCRIPTION OF ATTACHED DOCUMENT

**THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT**

Loan Modification Agreement
TITLE OR TYPE OF DOCUMENT

2
NUMBER OF PAGES

Aug. 23, 2011
DATE OF DOCUMENT

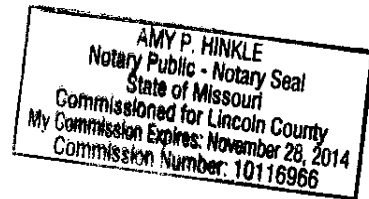
NA
SIGNER(S) OTHER THAN NAMED ABOVE

UNOFFICIAL COPY

State of Missouri)
County of St Charles)

On 9/20/11, before me appeared Larry Baumann, to me personally known, being by me duly sworn or affirmed, whose address is 1000 Technology Drive, O'Fallon, MO 63368-2240 did say that he is the Vice President Of Citimortgage, Inc., and that the seal fixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and Larry Baumann acknowledged said instrument to be the free act and deed of said corporation, and that such individual made such appearance before the undersigned in the City of O'Fallon, State of Missouri.

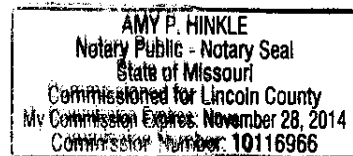
Amy P. Hinkle
Notary Public



State of Missouri)
County of St Charles)

On 9/20/11, before me appeared Larry Baumann, to me personally known, being by me duly sworn or affirmed, whose address is 1000 Technology Dr., O'Fallon, MO 63368-2240, did say that he is an Assistant Secretary of Mortgage Electronic Registration Systems, Inc., and that the seal fixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and Larry Baumann acknowledged said instrument to be the free act and deed of said corporation.

Amy P. Hinkle
Notary Public



CMI-MERS NON CAL

UNOFFICIAL COPY

Law Title Insurance Agency Inc.-Naperville
2900 Ogden Ave., Suite 108, Lisle, Illinois 60532
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: 263093W*REV.3.20.06

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

UNIT 11-7-107 IN THE ENGLISH VALLEY CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED ESTATE:

CERTAIN LOTS IN MARTHA'S PARK AND MARTHA'S PARK ADDITION, BOTH BEING SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 25,T TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25187929 AND AS AMENDED FROM TIME TO TIME TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

FOR INFORMATION ONLY: 28-25-117-029-1053

THE PROPERTY ADDRESS AND ZIP CODE ARE PROVIDED FOR CONVENIENCE ONLY AND ARE NOT INSURED HEREBY.

UNOFFICIAL COPY



Prepared By; Loan Modification Team

CitiMortgage, Inc.
1000 Technology Drive
O'Fallon, MO 63368-2240
1-866-272-4749

Specialist:
Colleen Awalt

Loan Number:
2003465719

**THIS IS TO CERTIFY THAT THIS DOCUMENT WAS PREPARED BY
CITIMORTGAGE, INC., ON THE PARTIES NAME IN THE
INSTRUMENT.**

A handwritten signature in black ink, appearing to be "Michael Ronimus".

**MICHAEL RONIMOUS, DOCUMENT PROCESSING UNIT
CITIMORTGAGE, INC.**

Property of Cook County Clerk's Office

UNOFFICIAL COPY

**Recording requested by and
When recorded mail to:**

**First American Title
Loss Mitigation Title Services-LMTS
P.O. Box 27670
Santa Ana, CA 92799
Attn: LMTS**

PREPARED BY:
Colleen Awalt - CitiMortgage, Inc.
1000 Technology Drive
O'Fallon, MO 63368

..... *[Space Above This Line For Recording Data]*.....

Loan Modification Agreement

**STATE: IL
COUNTY: Cook**

ORDER #: 6873343

PIN#: 28-25-117-029-1053

**THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(ADDITIONAL RECORDING FEE APPLIES)**

Property of Cook County Clerk's Office