

Doc#: 1206818021 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds

Date: 03/08/2012 11:36 AM Pg: 1 of 2

Servicer Loan#: **0204334015** BofA Loan #: **7009125936**

Prepare? by SunTrust Mortgage, Inc. Return to: Molly Jordan RVW-3002 P.O. Box 26149 Richmond, VA 13286-8298

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification") is effective November 18, 2011 between Emily Jo

Truett ("Borrower") and Sun 1 rust Mortgage, Inc. ("Lender") and amends and Supplements (1) the Note (the Note") made by the Borrower, dated September 29, 2006 in the original principal sum of U.S. \$480,000.00 and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") recorded on October 19, 2006 as Document No.0629248033 in Book or Liber ___, at page(s) ____ of the Recorder of Deed's Office for Cook County, Illinois [County and state or other jurisdiction]. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as 303 South Taylor Avenue. Oak Park, Illinois 60302. That real property is described as follows:

THE MORTH 10 PEET OF LOT 25 AND THE SOUTH 26.4 FEET OF LOT 26 IN HOUSTON'S SUBDIVISION OF THAT PART LING SOUTH OF WISCONSIN CENTRAL RAILROAD RIGHT OF WAY OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 8. TOWNSHIP 29 NORTH, RANGE 13. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. A.P.N.: 16-08-315-014-0000

The Borrower has requested that the Lender modify the terms of the Noise and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and the Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

- 1. The Borrower represents that the Borrower is the occupant of the Property.
- 2. The Borrower acknowledges that interest has accrued but not been paid and the Lender has incorred, 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 \$N/A, have been added to the indebtedness under the terms of the Note and Security Instrument. As of November 18, 2011 the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. 364,044.15
- 3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.625%, beginning November 18, 2011. The Borrower promises to make monthly payments of principal and interest of U.S. \$2,493.11 beginning on the 1st day of January, 2012 and continuing thereafter on the same day of each succeeding month. If on October 1, 2036 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments at SunTrust Mortgage, Inc., 1001 Semmes Avenue, Richmond, Virginia, 23224; or at such other place as the Lender may require.

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- 4. If at any time the Borrower is in default, the Lender may, be providing a written notice to the Borrower, notify the Borrower that the Borrower is in default and that the interest which will be charged on the Unpaid Principal Balance may be increased to a yearly rate of ____% beginning on an effective date stated in the notice. That date will be at least 30 days after the date on which the notice is delivered or mailed to the Borrower. If the Borrower defaults, the Lender may, at its election, require the Borrower to pay immediately the Unpaid Principal Balance that remains unpaid at that time, all interest that has accrued but not been paid, and any other sums that are evidenced and secured by the Note and Security Instrument. If the Lender does not require that such payment be made immediately, the Borrower shall pay an increased monthly payment that will be based upon the interest rate stated in this Paragraph 4 instead of the interest rate stated in Paragraph 3. The Borrower acknowledges that the increased rate of interest will only be charged if the Borrower does not meet its obligations under the Note and Security Instrument, as modified by this Modification.
- 5. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the coverants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, as sessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.
- 6. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be Found by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
- 7. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification. [Check applicable box (es)]

☐ 1-4 Family Rider - Assignm	ent of Rents	
☐ Modification due on transfer	r rider	
[To be signed by all Borrowers, end	dorsers, guarantors, surelies, and prier parties signin	ng the Note or
Security Instrument].		
11-21-11	Thy to wol)	(Seal)
Date	Emily Jo Truett	,
		75ml)
Date		-13031)
STATE OF: 1L	ERICK Valds 2	CO
COUNTY/CITY OF: COOK	- Committee of	
On 11/21/11	before me, EMILY JO TRUETT Personally known to me (or p	personally appeared
to me that he/she/they executed the sam	Personally known to me (or pon (s) whose name(s) is/are subscribed to the within instruction in her/her/their authorized capacity(ies), and that by his upon behalf of which the person(s) acted, executed the	ument and acknowledged s/her/their signature(s) on
Witness my hand and official seal.		

"OFFICIAL SEAL"
Erick Valdez
Notars Public, State of Illinois
Cook County
My Commission Expires Oct. 26, 2014