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Doc#: 1207215022 Fee: \$80.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 03/12/2012 11:13 AM Pg: 1 of 7

Loan # 1376133

LOAN MODIFICATION AGREEMENT

(PROVIDING FOR FIXED INTEREST RATE/CAPITALIZATION)

This Loan Modification Agreement ("Agreement"), made 07/22/2011, between MARTHA HYLTON. ("Borrower") residing at 8645 S MICHIGAN AVE, CHICAGO, IL, 60619-5625 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 1000 Technology Drive, O'Fallon, MO 63368 and amends and surplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") dated 10/11/02 and recorded on 12/30/02, Document number 0021454844, Book number na, Page na in the Official Records of COCK 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 8645 S MICHIGAN AVE, CHICAGO, IL, 60619, the real property described as being set forth as follows:

(SFE 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 07/22/11, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$41,572.21. 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 \$4,649.39, 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 testime on 09/01/11, the New Unpaid Principal Balance will be \$46.221.60.
- 2. The Borrower promises to pay the New Unpaid Principal Balance, I lus Interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.500% effective 08/01/11 (the "Interest Change Date"). The Borrower promises to make monthly payments of principal and interest of U.S. \$ 234.20 (which does not include amounts required for Insurance and/or Taxes) by inring on 09/01/11 and continuing thereafter on the same date of each succeeding month until principal and in erest are paid in full.

If on 08/01/41 (the "Maturity Date"), the Borrower still owes amounts under the Note at d 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.

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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 the 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) an'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 Now and Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

- 5. Nothing in this Agreement snall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrurient, Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain ur changed, 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 indebted ass 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 Se and Selection of the Control of t . the rights of the parties thereunder shall remain in full force and effect except as herein expressly modified.

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IN WITNESS WHEREOF, the parties have signed, sealed and written.	d delivered this agreement on th	e date above
Date Borrower - MARTHA HYLTON	Larry Batanasia	
Mall Shir	Vice President	
Date By: NA Not oblive Mere		w _{mmm} w
	CitiMortgage	P. Inc.,
State of) County of)	wledgmentsj	
On thisday of, former known or proved the foregoing instrument, and acknowle ged that HE/SHE/THE and deed.	,, before me personally to be the person(s) described in EY executed the same as HIS/HI	a and who executed ER/THEIR free act
IN TESTIMONY WHEREOF, I have no reunto set no and State aforesaid, the day and year first above written.	ny hand and affixed my official	seal in the County
Notary Public Vanya Janinea	2/2	
My Commission Expires: 10/18/2011	- C/o.	
***********	**********	*****
State of $\mathcal{I}\mathcal{L}$) SS	C),_
County of Cook	2.11	
On this day of	, <u>doll</u> , before me personall erson(s) described in and who extreme as HIS/HER/THEIR fr	recuted the foregoing
IN TESTIMONY WHEREOF, I have hereunto set a and State aforesaid, the day and year first above written.	my hand and affixed my official	seal in the County
Notary Public Leura Ammusa	SEAL	
My Commission Expires: 10/18/2011	DE DEPTE A VINONS TATELOMONO TATELOMONO MY ASSON EXPRESSIONEN	
Page 3 NOTARY PLAN ANY COMMISSION		

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State of Missouri)
County of St Charles)
On <u>02/13/2012</u> , before me appeared <u>Larry Baumann</u> , to me personally known, being by me duly sworn or affirmed, whose address is <u>1000 Technology Drive</u> , <u>O'Fallon</u> , <u>MO 63368-2240</u> did say that he is the <u>Vice President Of Citimortgage</u> , <u>Inc.</u> , 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 <u>Larry Baumann</u> 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 Misscuri.
Michael J Ronimous Notary Public - Notary Seal State of Missouri Commissioned for St. Louis County My Commission Expires: April 17, 2015 Commission Number: 11174293
TCO,

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Prepared By; Loan Modification Team

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

Loan Number:

THE COUNTY COUNT THIS IS TO CERTIFY THAT THIS DOCUMENT WAS PREPARED BY CITIMORTGAGE, INC., ON BEHALF OF THE PARTIES NAME(S) IN THE INSTRUMENT.

MICHAEL RONIMOUS, DOCUMENT PROCESSING UNIT CITIMORTGAGE, INC.

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COUNTY, Illinois
UNIT 8645-1 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON
ELEMENTS IN 8645-47 SOUTH MICHIGAN CONDOMINIOM AS DELINAEATED AND DEFINED IN
THE DECLARATION RECORDED AS DOCUMENT NUMBER 25696482 IN THE SOUTHWEST 1/4 OF
SECTION 34. TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

Property of County Clerk's Office

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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:

MICHAEL RONIMOUS 1000 TECHNOLOGY DRIVE O'FALLON, MO 63368

...... [Socce Above This Line For Recording Data]..... Cook County Clark's Office Loan Modification Agreement

STATE:

IL

COUNTY:

Cook

ORDER #:

7093968

PIN#: 20-34-320-054-1001

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