## UNOFFICIAL COPY

Doc#: 1209310065 Fee: \$76.00 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 04/02/2012 03:40 PM Pg: 1 of 6

Mers phone # 1-800-646-6377

When recorded mail to: #:6968335

First American Title

Loss Mitigation Title Services 1806.10

P.O. Box 27670

Santa Ana, CA 92799

MERS MIN 100188508040241493

RE: TRENDLE - MOD REC SVC

Loan # 2005429951

#### LOAN MODIFICATION AGREEMENT

(PROVIDING FOR FIXED INTEREST RATE/CAPITALIZATION)

This Loan Modification Agreement ("Agreement"), made 10/18/11 between THOMAS TRENDLE and LINDA TRENDLE. ("Borrower") residing at 6553 S KOLIN AVE, CHICAGO, IL, 60629-5619 and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. by assignment as Mortgage 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 04/25/08 and recorded on 05/13/08, Document number 0813455043, 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 6553 SOUTH KOLIN AVENUE, CHICAGO, IL, 60629, the real property described as being set forth as follows:

#### (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 10/18/11, the amount payable under the Nove and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 273,102.50. The Borrower acknowledge: 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 \$ 6,276.36, have been added to the indebtedness ander the terms of the Note and Security Instrument and the loan re-amortized over 360 months. When payments require on 11/01/11, the New Unpaid Principal Balance will be \$ 279,378.86.

2. The Borrower promises to pay the New Unpaid Principal Balance, png. Interest, to the order of Lender.

Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.125% effective 10/01/11 (the "Interest Change Date"). The Borrower promises to make monthly payments of micropal and interest of U.S. \$

1.354.01 (which does not include amounts required for Insurance and/or Taxes) becausing on 11/01/11 and

1,354.01 (which does not include amounts required for Insurance and/or Taxes) beguining on 11/01/11 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full.

If on 10/01/41 (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.

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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:
- (2) all terms and provisions of the Note and Security Instrument (if any) providing for implementing, or relating to, ar.y 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 archanged, and the Borrower and Lender willbe bound by and comply with, all of the terms and provisions thereof, r.s atvended 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 all force and effect except as herein expressly modified.

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## UNOFFICIAL COPY

************	*******
State of Missouri )	
)	
County of St Charles )	
On 11-15-2011 , before me al	ppeared 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 she is the Vice Presider	
to the foregoing instrument is the corporate seal of s	
signed and sealed in behalf of said corporation, by a BAUMANN acknowledged said instrument to be the	
such individual made such appearance before the	
Missouri.	anabieighted in the only of or allott, chare o
Notary Public	
Lee Kee Robinson, Sr.	LEE KEE ROBINSON, SR.
My Commission Expires: May 20th, 2013	My Commission Expires
	May 20, 2013 SEAL St. Louis County
	OF MISS: Commission #09462618
0/	William.
******	* * * * * * * * * * * * * * * * * * * *
0/	
	Ó.,
State of Missouri )	
County of St Charles )	
obding of or original of	C/2
on 11-15-2011 befor	'Q <sub>A</sub> ,
	e me appeared LARY 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 she is a Registration Systems, Inc., and that the seal fixed to	
seal of said corporation, and that said instrument wa	
corporation, by authority of its Board of Directors, ar	
acknowledged said instrument to be the free act and	d deed of said corporation.
	C
$\Delta$	
	XXXXX
CHAN _	LEE KEE ROBINSON, SR.
Notary Public	My Commission Expires May 20, 2013
Lee Kee Robinson, Sr.	Or Michie St. Louis County
My Commission Expires: May 20 <sup>th</sup> , 2013	Commission #00462610

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## **UNOFFICIAL COPY**

[Space Below This Line for Acknowledgments]
State of Illims's
County of Cook )SS
On this 22 day of October 2011, before me personally appeared how is Frenche Linda Trendle to me known or proved to be the person(s) described in and who executed the foregoing instrument, and acknowledged that HE/SHE/THEY executed the same as HIS/HER/THEIR free act and deed
IN TISTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid. The day and year first above written.
Notary Public Market Danne
OFFICIAL SEAL BARBARA DANIEL NOTARY PUBLIC, STATE OF ILLINOIS NY COMMISSION EXPIRES 1-6-2013
***************************************
State of Tunok County of Cook State of Tunok State
On this 22 day of 201/, before me personally appeared has French, Lida Trende to me known or proved to be the person(s) described in and who executed the foregoing instrument, and acknowledged that HE/SHE/THEY executed the same as HIS/HER/THE IR for act and deed.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official sexi in the County and State aforesaid, the day and year first above written.
Notary Public Persons 1-6-2013
My Commission/Expires:
OFFICIAL SEAL BARBARA DANIEL NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 1-6-2013

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# UNOFFICIAL COPY

Legal Description: A PARCEL OF LAND LOCATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, WITH A SITUS ADDRESS OF 6553 S KOLIN AVE, CHICAGO, IL 60629-5619 CURRENTLY OWNED BY TRENDLE THOMAS & LINDA HAVING A TAX ASSESSOR NUMBER OF 19-22-227-018-0000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS 1ST ADD PRINCE BUILDERS S LOT 23 AND DESCRIBED IN DOCUMENT NUMBER 21117050 DATED 06/18/2004 AND RECORDED 07/29/2004.

Property of County Clark's Office

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### **UNOFFICIAL CO**

Prepared By: Loan Modification Processing Dept.

CitiMortgage, Inc. 1000 Technology Drive (M.S. 321) O'Fallon, MO 63368-2240 1-866-272-4749

Loan Number:

2005429951

APN#

Tax Id / Parcel #

Legal Descpt: #

This is to certify this INSTRUMENT was recoared by Lee Kee Robinson Sr. CITI MORTGAGE Inc., on the County Clark's Office parties name in the INSTRUMENT.

Lee Kee Robinson Sr.

Document Processor 2