Doc#: 1210915009 Fee: \$76.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds
Date: 04/18/2012 09:28 AM Pg: 1 of 6

When Recorded Return To:
CitiMortgage, Inc. # 6968233

Attn: Loss Mitigation MS 420 1000 Technology Drive O'Fallon, MO 63368-2239____

MERS PHONE # 1-888-679-6377 MERS/MIN 100188508050248453

<u>.....</u>

2005488645

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

This Loan Modification Agreement ("Agreement"), made 08/23/11, between CURTIS HILL Single ("Borrower") residing at 16635 LOWE AVE, HARVEY, IL, 60426-6125 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 supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") duter 05/23/08 and recorded on 06/06/08, Document number 0815855033, Book number na, Page na in the Official Kerords 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 "Frogerty", located at 16635 LOWE AVE, HARVEY, IL, 60426, 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 08/23/11, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 93,302.02. The Borrower acknowledges that in erest 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 \$ 18,902.59, 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 10/01/11, the New Unpaid Principal Balance will be \$ 112,204.61.

2. The Borrower promises to pay the New Unpaid Principal Balance, pine Interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.125% effective 09/01/11 (the "Interest Change Date"). The Borrower promises to make monthly payments of puncipal and interest of U.S. \$ 543.80 (which does not include amounts required for Insurance and/or Taxes) beginning on 10/01/11 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full.

If on 09/01/41 (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:
- (a) 1 th rms 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 term 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 an ended by this Agreement.
- 6. It is mutually agreed that the Security Listrament shall constitute a first lien upon the premise and that neither the obligation evidencing the aforesaid indebtadress 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, seared and delivered this agreement on the date above

written. 8-24-1

Date

Borrower - CURTIS HILL

Mortgage Electronic Registration Systems, Inc.

Larry Baumann

Assistant Secretary Mortgage Electronic Registration Systems, Inc.

Data

Lender

CitiMortgage, Inc.

Larry Baumann Vice President

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[Space	Below This Line for Acl	knowledgments]	
and deed.	Cknowledged that HE/SHE/ HEREOF, I have hereunto s	,, before me personally oved to be the person(s) described in and whe THEY executed the same as HIS/HER/THE.	<u>IR</u> free act
Notary Public Segretal My Commission Expires: 62	J'sty	OFFICIAL SEAL REGINALD MONTGOMERY Notary Public - State of Illinois My Commission Expires Feb 17, 2014	
******	******	· * * * * * * * * * * * * * * * * * * *	* * * * * *
State of County of)) SS)	Clari	
to n instrument, and acknowledged IN TESTIMONY W	that <u>HE/SHE/THEY</u> execut HEREOF, I have hereunto	,, before me personally appearence person(s) described in and who executed the ted the same as HIS/HER/THELX free act and set my hand and affixed my official section to	he foregoing d deed.
and State aforesaid, the day and	d year first above written.		Ş
My Commission Expires:			

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State of Missouri)
County of St Charles)
On
Notary Public KRISTEN DUGGER Notary Public - Notary Seal STATE OF MISSOUR! St. Louis County My Commission Expires: Oct. 31, 2011 Commission # 07340137

State of Missouri)
County of St Charles)
On 10/18/2011 , 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 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 public 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.
Notary Public - Notary Seal Notary Public - Notary Seal Notary Public - Notary Seal STATE OF MISSOUR! St. Louis County My Commission Expires: Oct. 31, 2011 Commission # 07340137

CMI-MERS NON CAL

LPSHARE:\NOTARY SCOTT F.DOC

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EXHIBIT A

File No.: 8001082

Property A. dr. ss: 16635 S LOWE AVENUE, HARVEY, IL, 60426

LOT 4 (EXCENTIME NORTH 60 FEET) IN BLOCK 8 IN PERCY WILSON'S WASHINGTON PARK SUBDIVISION, SELIC A SUBDIVISION OF THE SOUTHWEST 1/2 OF THE SOUTHWEST 1/2 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 29-21-315-010-0000 & 29-21-315-011-0000

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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: 2005488645

APN#

Tax Id / Parcel #

Legal Descpt: #

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

Lee Kee Robinson Sr.

Document Processor 2