

When recorded mail to #7: 08874
First American Title
Loss Mitigation Title Services 1806.10
P.O. Box 27670
Santa Ana, CA 92799
RE: GATES - MOD REC SVC

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Doc#: 1213119007 Fee: \$72.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/10/2012 08:39 AM Pg: 1 of 5

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

Loan # 703728255

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

This Loan Modification Agreement ("Agreement"), made 11/30/04, between PAMELA R GATES. (Borrower) residing at 19012 JODI TER HOMEWOOD IL, 60430- and CitiMortgage, Inc. (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 10/30/01 and recorded on 11/14/01, Document number 11071031, 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 19012 JODI TER, HOMEWOOD IL, 60430, the real property described as being set forth as follows:

APN# PN# 32-05-413-014

(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 11/30/04, the amount of payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 151,873.46. 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 \$ 9,807.25 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 01/01/05, the New Unpaid Principal Balance will be \$161,680.71.

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 7.000% effective 12/01/04 (the "Interest Change Date"). The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,075.67 (which does not include and amounts required for Insurance and/or Taxes) beginning on 01/01/05 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full.

If on 12/01/34 (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.

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.

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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:

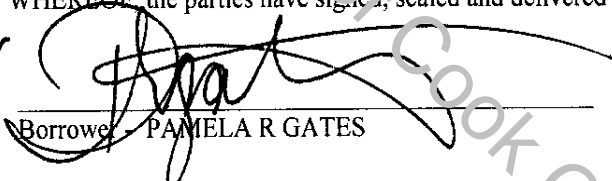
(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and,


(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 said security instrument shall continue a first lien upon the premise and that neither the obligation evidencing the aforesaid indebtedness nor the security instrument the same 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.

12.9.04
Date

Borrower - PAMELA R GATES

12/29/04
Date
By: 
Lender - Malinda Ann Caywood
Vice President



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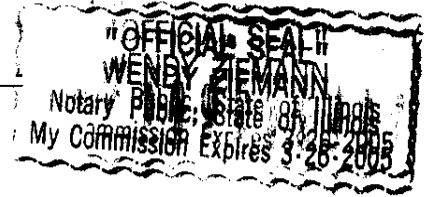
STATE OF Illinois
COUNTY OF COOK

On 12-9-2004 before me, Wendy Ziemann, a Notary Public in and for said County and State, personally Appeared PAMELA R GATES known to be (or proved to be on the basis of satisfactory evidence) the person(s) whose name(s) is/are subscribed to this 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. My commission Expires 3-26-2005.

WITNESS my hand and official seal:

Wendy Ziemann
Notary Signature - Black Ink Only

Wendy Ziemann
Notary Name (Typed or Printed)



STATE OF Maryland
COUNTY OF Frederick

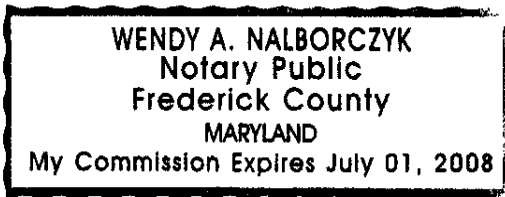
On 12/29/04 before me, WENDY A. NALBORCZYK, a Notary Public in and for said County and State, personally appeared Malinda Ann Caywood, Vice President and CitiMortgage, Inc

known to be (or proved to be on the basis of satisfactory evidence) the person(s) whose name(s) is/are subscribed to this Loan Modification instrument that acknowledge 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:

Wendy A. Nalborczyk
Notary Signature

WENDY A. NALBORCZYK
Notary Name (Typed or Printed)



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Legal Description:

LOT 14 IN BLOCK 4, IN HOMEWOOD TERRACE SOUTH, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, AND PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, ALL IN TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JULY 7, 1965, AS DOCUMENT NO. 2218042, IN COOK COUNTY, ILLINOIS.

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Prepared By; Loan Modification Team

CitiMortgage, Inc.
1000 Technology Drive
O'Fallon, MO 63368-2240
1-866-272-4745

Loan Number:

703728255

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

A handwritten signature in black ink, appearing to be a stylized cursive name.

**MICHAEL RONIMOUS, MODIFICATION RECORDING PROCESS UNIT
CITIMORTGAGE, INC.**