If Applicable: MERS MIN: 100085804915755731 MERS Phone: 1-888-679-6377

Prepared by: Cynthia L Lindsay Office: CitiMortgage, Inc. 1000 Technology Drive O'Fallon, MO 63368 Loan # 2005667165

LOAN MODIFICATION AGREEMENT

(PROVIDING FOR FIXED INTEREST RATE/CAPITALIZATION)

This Loga Me diffication Agreement ("Agreement"), made May 17, 2012, between LA SHARON WALKER, single ("Borrower") residing at 2307 SPRUCE RD, HOMEWOOD, IL 60430-1049, and CitiMortgage, Inc. ("Lender") If Aprilicable: follow with successor by reason of merger with N/A and amends and supplements (1) the Mortgage, Dr. def Trust, or Deed to Secure Debt (the "Security Instrument") dated 09/04/08 and recorded on 09/16/08, Document number 0826026078. Book number na, Page na in the Official Records of COOK County, Illinois and (2) the Note opening 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 2307 SPRUCE ROAD, HOMEWOOD ii., 60430 the real property described as being set forth as follows:

(SEE ATTACHED LEGAL DESCRIPTION)

If not recording remove reference to described as being set forth as follows, see attached legal description. Specialist should enter language: as per your original loan documents. In consideration of the mutual promises and agreen ents exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1. As of 05/17/12, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 135,052,54. The Borrower acknowledges that interest has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premium, 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 \$ 13,278,54, have been added to the indebtedness under the term, of the Note and Security Instrument and the loan re-amortized over 360 months. When payments resume on 00/01/12, the New Unpaid Principal Balance will be \$ 148,331,08.
- 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 3.875 % effective 05/01/12 (the "Interest Change Date"). The Borrower promises to make monthly payments of principal and interest of U.S. \$ 697.51 (which does not include and amounts required for Insurance and/or Taxes) beginning on 0.00/01/12 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full.

If on 05/01/42 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instructul, 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.

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.

UNOFFICIAL COPY

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.

- A. That, as of the Modification Effective date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement to a transferee of my property as permitted under the Garn St. Germain Act. 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- 4. The Borry ver 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 wild as of the date specified in paragraph No. I 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; nd 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 othe wise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Bo rower 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 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 there under shall remain in full force and effect except as herein expressly modified.
 - A. Notwithstanding the foregoing, to the extent personal liability has be an cischarged in bankruptcy with respect to any amount payable under the Note, as modified herein, and any contained herein shall be construed to impose personal liability to repay any such obligation where any obligations have been so discharged. If any bankruptcy proceeding is pending or completed during a time period related to entering this Agreement. I understand that I enter this Agreement volunts ally and that this Agreement, or actions taken by the Lender in relation to this Agreement, does not constitute a demand for payment or any attempt to collect any such obligation.

В

[X] MERS LOAN. If this box is checked, the loan evidenced by the Note and secured by the Security Instrument was assigned to or the Security Instrument was prepared in the name of Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address of 1901 E Voorhees Street Suite C. Danville, IL. 61834 or P.O. Box 2026, Flint. MI 48501-2026, and telephone number of (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nomince for Lender and Lender's successors and assigns, MERS has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage loan.

1234008408 Page: 3 of 6

UNOFFICIAL COPY

[Space Below This Line for Acknowledgments]
State of \mathcal{I})
County of Cod
On this 23 day of Mall 2012, before me personally appeared LA SHARON V. A. KER to me known or proved to be the person(s) described in and who executed the foregoing instrument, and exhowledged that HE/SHE/THEY executed the same as HIS/HER/THEIR free act and deed.
IN TEST 10 NY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the Lay and year first above written.
Notary Public Solicion Solicio
PATRICIA D. AMOS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 1-5-2015

State of)
County of) SS
On thisday of,, before me personally appeared
to me known or proved to be the person(s) described in and who executed the foregoing instrument, and acknowledged that HE/SHE/THEX executed the same as HIS/HER/THEIR free act and deed.
IN TESTIMONY 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
My Commission Expires:
\

Page 4

1234008408 Page: 4 of 6

UNOFFICIAL CO

	· · · · · · · · · · · · · · · · · · ·	*********	
State of Missouri	,	•	
County of St Charles	ý		
duly sworn or affirmed, say that he is the <u>Docu</u> foregoing instrument is t and sealed in behalf of <u>Ronimous</u> cknowledge	whose address is 1000 Tech iment Control Officer for CitiM the corporate seal of said corp of said corporation, by authord d said instrument to be the free	nimous, to me personally known, being by nology Drive, O'Fallon, MO 63368-2240 Mortgage, Inc., and that the seal fixed to poration, and that said instrument was signity of its Board of Directors, and Micies act and deed of said corporation, and indersigned in the City of O'Fallon, State	did the ned hael that
		KAITLIN CLEMENTS Notary Public - Notary Seel	1
NOTATV PUDIIC	umento	State of Missouri State of Missouri Commissioned for St Charles County My Commission Expires: March 13, 2016 Commission Number: 12314305	
Kaitlin Cle	ements	Commission Humos.	_
******	***********	*********	
State of Missouri		,	
County of St Charles	<u> </u>		

On 9/6/12, before me appeared Michael J. Ronimous, to me personally known, being by me duly sworn or affirmed, whose address is 1000 Technology Drive, O'Fe'on, 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 behalf of said corporation, by authoriv of its Board of Directors, and Michael J. Ronimous 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.

<u>Caitlin Climents</u>

Kaitlin Clements

KAITLIN CLEMENTS Notary Public - Notary Seal State of Missouri Commissioned for St Charles County
My Commission Expires: March 13, 2016

1234008408 Page: 5 of 6

UNOFFICIAL COP

Certificate of Preparation

Prepared by: LEE KEE ROBINSON SR. CitiMortgage, Inc. 1000 Technology Drive (M.S. 321) O'Fallon, MO 53368-2240 1-866-272-474)

Acct # 2005667165

Batch # 082312-021

This is to certify that this INSTRUMENT was prepared by CITIMORTGAGE Inc., one of the parties name in the instrument. 30 UNIX CIGITA'S OFFICE

LEE KEE ROBINSON SR.

Preparer Signatures

LEE KEE ROBINSON SR.

1234008408 Page: 6 of 6

UNOFFICIAL COPY

Legal Description:

LOT 6 IN BLOCK 13 IN DIXMOOR BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36 TOWNSHIP 36 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTH 1/4 OF SECTION 31 TOWNSHIP 36 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOP RECORDED JUNE 6 1927 AS DOCUMENT 9675674 IN COOK COUNTY ILLINOIS A.P.N.: 29-31-106-001

MINIMINIA AD137436 SIPST AMER FIRST AMERICAN ELS MODIFICATION AGREEMENT

Corts Office

IL