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Cook County Recorder of Deeds  
Date: 12/24/2012 10:00 AM Pg: 1 of 9

Property of Cook County Clerk's Office

## Loan Modification Agreement

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(Document Title)

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IndyMac Mortgage Services Loan No.: 1010680070

Freddie Mac Loan No.: 487560086

Reference No.: 1010680070-183151-05032012

This document was prepared by: IndyMac Mortgage Services  
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**LOAN MODIFICATION AGREEMENT**D012030900  
2012

This Loan Modification Agreement ("Agreement"), made on July 20, 2012 between Magdalena A Pohl and Jerzy Spirala ("Borrower") and IndyMac Mortgage Services, a division of OneWest Bank®, FSB ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS") ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated 11/13/2007 and recorded on 12/12/2007 in Book or Liber \_\_\_\_\_, at page(s)

\_\_\_\_\_, or Instrument or Document No. 734605213 of the Records of Cook, IL (County and State or other jurisdiction) 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 3040 Drake Ave, Chicago, IL 60618, the real property described being set forth as follows:

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and the Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower  is,  is not, the owner of the Property.
2. \$155,800.00 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$363,735.60. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 5.00000% from 8/1/2012. Borrower promises to make monthly payments of principal and interest of U.S. \$1,753.92 beginning on 9/1/2012, and continuing on the same day of each succeeding month until paid in full. The yearly rate of 5.00000% will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The new Maturity Date will be 8/1/2052.

LOAN MODIFICATION AGREEMENT

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Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1 - 40	3.000000%	8/1/2012	\$1,753.92	\$764.37, may adjust periodically	\$2,518.29, may adjust periodically	9/1/2012	480

Any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items. Lender shall set aside a portion of Borrower's new monthly payment in an escrow account for payment of property taxes, insurance premiums and other required payments as described in the Security Instrument. Lender shall draw on this escrow account to pay real estate taxes, insurance premiums and other escrowed assessments as they become due. Your initial monthly escrow payment will be \$764.37. This amount, and thus your monthly payment, may change if your taxes, insurance premiums or other required payment amounts change.

3. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
4. If Borrower makes a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.
5. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument. If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.
6. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the 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, including, where

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applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

(b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

7. Borrower understands and agrees that:

(a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.

(b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

(c) 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.

(d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

(e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

(f) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee of record under the Security Instrument and this Agreement. MERS is organized and existing under the

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laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

8. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification.

- 1-4 Family Rider - Assignment of Rents
- Modification Due on Transfer Rider
- Bankruptcy Rider
- Other Rider

Indymac Mortgage Services, a division of OneWest Bank, FSL

\_\_\_\_\_  
-Lender (Seal)

By: *R. Emmett Myatt* 07/27/12  
R. Emmett Myatt, Vice-President

*Magdalena A Pohl* (Seal) Date 07/27/12  
Magdalena A Pohl

*Jerzy Sprala* (Seal) Date 07/27/12  
Jerzy Sprala

Mortgage Electronic Registration  
Systems, Inc. - Nominee for Lender

\_\_\_\_\_  
[Space Below This Line For Acknowledgment]

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## NOTARY SECTION

STATE OF IL )  
 ) ss.:  
COUNTY OF Cook )



On the 27<sup>th</sup> day of July in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Magdalena A Pehl and Jerzy Spicula, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Orlando Medrano  
Notary Signature  
Orlando Medrano  
Notary Printed Name

Notary Public; State of Illinois  
Qualified in the County of Cook  
My commission expires: May 5th 2014  
Official Seal:



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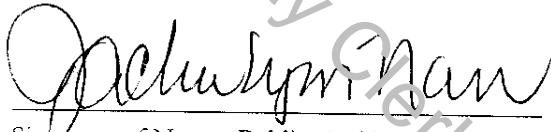
Lender:

Indymac Mortgage Services, A division of One West Bank, F.S.B.

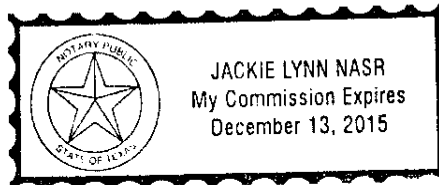
State of *Texas*  
County of *Travis*

Today October 16, 2012 before me Jackie Lynn Nasr Notary Public personally appeared R. Emmett Myatt, Vice President of Indymac Mortgage Services, A division of Onewest Bank personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or entity upon behalf of which the person acted, executed this instrument.

**WITNESS** my hand and official seal

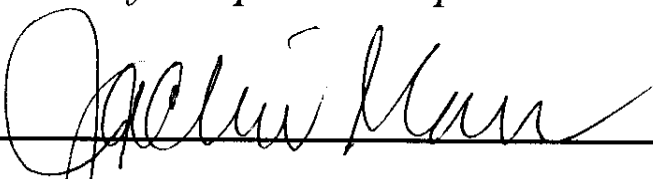


Signature of Notary Public, Jackie Lynn Nasr  
(Notary Seal)



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*This is to certify that this instrument was prepared by Indymac Mortgage Services, A division of One West Bank, F.S.B. one of the parties represented in this instrument.*

  
\_\_\_\_\_

**Title: Jackie Nasr**

*Loss Mitigation. Title Administrator*

*Indymac Mortgage Services, a division of One West Bank, F.S.B.*

*2900 Esperanza Crossing, Austin, TX 78758*

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## Exhibit A (Legal Description)

LOT 1 IN MUSKET'S RESUBDIVISION OF LOTS 8,9,10 AND 11 IN BLOCK 4 IN ALBERT WISNER'S  
SUBDIVISION OF LOTS 13 AND 14 IN BRAND'S SUBDIVISION OF THE NORTHEAST ¼ OF SECTION 26,  
TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Tax Map Reference: 13-26-206-032-0000**

*property Address 3126 N. Sawyer Ave  
Chgo Il. 60648*

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\*U03154141\*

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