UNOFFICIAL COPYMENT OF THE PROPERTY OF THE PRO

Doc#: 1310610080 Fee: \$44.00 RHSP Fee: \$10.00 Affidavit Fee:

Karen A.Yarbrough

Cook County Recorder of Deeds
Date: 04/16/2013 12:41 PM Pg: 1 of 4

L789C

After Recording Please Return To:

Independent Settlement Services 100 High Tower Blvd., Suite 400 Pittsburgh, PA 15205

ESCROW AGREEMENT

This Escrow Agreement "Agreement"), made on March 13, 2012 between ROBERT BAROUD ("Borrower") and Seterus, Inc. is entered in o in connection with Borrower's promissory note dated April 04, 2007 ("Note"), and the Loan Modification Agreement dated March 13, 2012 between the parties ("Modification Agreement"), which is secured by the following and property ("Property").

1740 CHARLES CT WHEELING, IL 60090

For valuable consideration, the parties agree as follows:

- 1. In addition to the regularly scheduled payments that Borrover is required to pay under the Modification Agreement, Borrower agrees to pay Seterus, Inc. an escrow payment in the amount of \$1,192.58 for deposit into an escrow account for necessary payments to be made by Seterus, Inc., including but not limited to, payments for property taxes and insurance. As permitted by the Real Estate Settlement Procedures Act and other applicable law, Seterus, Inc. may adjust the an ount of the Escrow Payment. After notice of such adjustment, Borrower shall pay the adjusted Escrow Payment.
- 2. Each Escrow Payment shall be due on the same day(s) of the month as the regularly scheduled payments due under the Modification, commencing April 01, 2012.
- 3. In the event Escrow Payments are not made and Seterus, Inc. advances its own funds to make payments that should have been paid from Borrower's escrow account, such amounts will be added to Borrower's loan obligation under the Note.
- 4. Any failure to make an Escrow Payment when due shall be deemed to be a default under the Note and Modification Agreement and upon Borrower's failure to pay the Escrow Payment, Seterus, Inc. may exercise its rights under the Note and Modification Agreement.

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5. Unless an agreement is made in writing or applicable law requires interest to be paid on the escrow account payments held by Seterus, Inc., Seterus, Inc. shall not be required to pay any interest or earnings on the payments held.

Seterus, Inc.

Borrower Robert Baroud

Barbara Smith

Loan Administration AVP

[Space Below This Line For Acknowledgments]

ESCROW AGREEMENT



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State of Oregon

County of Washington

WITNESS my hand and official seal.

Heidi L. Sohler, Notary Public

State of Oregon

My commission expires on: March 17, 2015

Commission No. 456909

OFFICIAL SEAL
HEIDI L SOHLER
NOTARY PUBLIC - OREGON
COMMISSION NO. 456909
MY COMMISSION EXPIRES MARCH 17, 2015

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EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN WHEELING, COOK COUNTY, ILLINOIS BEING KNOWN AS LOT 152 IN AVALON-SIENNA UNIT CO BEING A SUBDIVISION OF THOSE PARTS OF LOT 1 IN AVALON SIENNA UNIT 6 BEING A SUBDIVISION OF THE SE PARTS OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 42 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. AND BEING MORE FULLY DESCRIBED IN INSTRUMENT 0418042087 RECORDED ON 06/28/2004 AMONG THE LAND RECORDS OF COOK COULTY, IL.

BEING THE SAME PROPERTY CONVEYED TO ROUERT BAROUD, ROSEMARY BAROUD BY DEED FROM ROBERT BAROUD DATED 06/16/2004, recorded 06.28/2001, INSTRUMENT 0418042087 A, INCOUNTY CONTROLOR

Parcel ID Number: 03-23-109-016-0000