***************************************	[Space Above This Line For Recording Data]
Freddie Mac No.	232072819

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)
(Single person)

This Loan Modification Agreement ("Agreement	ment"), made this 16th	day of October	, 2012		
between RULA ODEH &			IndyMac Mortgage		
Services, a Division of OneWest Bank, FSB ("Le ide	r"), amends and suppleme	ents (1) the Mortgage	, Deed of Trust,		
or Security Deed (the "Security Instrument"), and I	imely Payment Rewards R	ider, if any, dated	11/14/06 and		
recorded in Book or Liber N/A, at	: paye(s) N/A , c	or document instrum	ent number		
0631820175 , of the Official Records o	f Cook	, 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:					
13257 FOREST RIDGE DRIVÉ	, PALOS HEIGHTS II	L 60463	;		
the real property described being set forth as follows	s: See Exhibit A				

APN Parcel No. 24323000561112

OneWest Bank No.

1008758060

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything on the contrary contained in the Note and Security Instrument):

- 1. As of 10/16/2012, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$ 268,013.73, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 2. \$ 53,791.73 of the New Principal Balance shall be deferred (the "Deferred Principal Phlance") 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 \$ 214,222.00. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 4.625% from 11/1/12. Borrower promises to make monthly payments of principal and interest of U.S. \$ 980.34, beginning on the 1st day of December, 2012, and continuing thereafter on the same day of each succeeding month until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The yearly rate of 4.625% 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 11/1/2052.
- 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.

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- 4. If Borrower makes a partial prepayment of Principal, 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 no Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the Modification Effective Date:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or a liustment in the rate of interest payable under the Note; including, where 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, be crower 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 ider, 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. If the Borrower previously received a Chapter 7 bankruptcy discharge but did not reaffirm the mortgage debt under applicable law:

Notwithstanding anything to the contrary contained in this Agreement, Borrover and Lender acknowledge the effect of a discharge in bankruptcy that has been granted to Borrower prior to the execution of this Agreement and that Lender may not pursue Borrower for personal liability. However, Borrower acknowledges that Lender retains certain rights, including but not limited to the right to foreclose its lien evidenced by the Security Instrument under appropriate circumstances. The parties agree that the consideration for this Agreement is Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of Borrower's default thereunder. Nothing in this Agreement shall be construed to be an attempt to collect against Borrower personally or an attempt to revive personal liability.

- 8. 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

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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.
- Borrower hereby absolutely and unconditionally assigns and transfers to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon this assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender a sole discretion. As used in this paragraph, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold estate.

Borrower hereby absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regard ess of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default under this Agreement, pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the turns secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9 of the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from

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exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

Borrower will pay to Lender on the day payments are due under the Loan Documents as amended by this 9. Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance or the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or my sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Borrower shall pay Lender the Funds for Escrow Items unless Lender weige. Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under the Loan Documents and this Agreement and pay such amount and Borrower shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, Borrower shall pay to Lender all Funds, and in such a nounts, that are then required under this paragraph.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of

Funds due on the basis of current data and reasonable estimates of expenditures of funce Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly

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payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to Borrower any Funds held by Lender.

	HENICZKA BAL		10-29-12		C. (Scal)
Date	Print Witness Name	Witness	Date	RULA ODEH	Borrower
	Print Witness Name				
	100.1				
10/24/12	Quad Arriborat	(Seal)			(Seal)
Date	Divice 1110	2nd Witness	Date		Co-Borrower
	Print Witness Name	Ox			
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		904			
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			C		
Ву:	West of the second seco		Colhi	K,	
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State II	linois			<i>C</i> ,	
County of	Cook			. 0	
On this 🤌	Granday of October sonally appeared	, 2012, before	me Brun	de Arrecando,	Notary
Public, per	sonally appeared	RULA ODEH		nas	7.5
personally	known to me, or proved to r ne(s) is/are subscribed to the	ne on the basis of	satistactory ev and acknowle	idence to be the person	(5) /they
executed th	ne same in his/her/their auth	orized capacity(ies	s), and that by	his/her/their signature	(s) on
the instrun	nent the person, or entity upo	on behalf of which	the person ac	ited, executed this instru	meri.
WITNES	S my hand and official seal		DLUN	My Muyon o	- ()
	•		Signature of	Notary Public	
			(Notary Sea	1)	
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			Ž	OFFICIAL SEAL	
			S NOTAM	Brends Amedondo PUBLIC, STATE OF ILLINOIS	}
			& My Co	mmission Expires 08/17/2015	§

OneWest Bank No. 1008758060		/	
Lender: Indymac Mortgage Services, a	division of OneWest Ba	nk, F.S.B.	
	Date	Mike Stenford, First V	(Scall) Toe President
State of Texas			
County of Travis			
On this 30th day of Jan	, 201 2. before me,	Vinaya P. Ghar	, Notary
Public, personally appeared Mike Sta division of OneWest Bank, FSR, per of satisfactory evidence to be the perso	sonally known to me, or on whose name is subscri	proved to me on the block to the within	
instrument and acknowledged to me that that by his/her signature on the anacted, executed this instrument.	nat he/she executed the sistrument the person, or	same in his/her author entity upon behalf of v	rized capacity, which the person
WITNESS my hand and official seal	C ₀₀ /	Dhypmen.	
	Sign ture of	Notary distribution and	M. Al. St. Al. A.
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			6

This is to certify that this instrument was prepared by Indymac Mortgage Services, a Division of OneWest Bank, F.S.B., one of the parties represented in this instrument.

Name: Jackie Nasr

Loss Mitigation Title Administrator Indymac Mortgage Services, a division of OneWest Bank, F.S.B.

2900 Esperanza Crossing, Austin, TX 78758
Telephone Number: (512) 918-7059

Exhibit A (Legal Description)

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOL IN STATE OF ILLINOIS. TO WIT:

UNIT 13257 IN FOREST RIDGE AT WESTGATE VALLEY CONDOMINIUMS AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS IN FOREST RIDGE AT WESTGATE VALLEY, BEING A SUBDIVISION IN THAT PART OF M E WEST 112 OF THE SOUTHWEST 114 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11,2000 AS DOCUMENT NUMBER 00250556 IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON NOVEMBER 15,2000 AS DOCUMENT NUMBER 00899505; TOGETHER ITS UNDIVIDED PERCENTAGE INTEREST IN M E COMMON ELEMENT: A PURTENANT TO SAID UNIT AS SET FORM IN SAID DECLARATION; AS AMENDED FROM TIME TO TIME. 24-32-30%

Cook Colling Clark's Office

ASSESSOR'S PARCEL NUMBER: 24-32-300-056-1112