After Recording Return To:

RUTH RUHL, P.C. Attn: Recording Devar ment 2801 Woodside Street 32-0x-Coop Dallas, Texas 75204

Prepared By: RUTH RUHL, P.C. 2801 Woodside Street Dallas, Texas 75204

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Loan No.: 0601683931

MERS No.: 1001408-0000045821-2

MERS Phone: 1-888-679-6377

FH/- Case No.: 137-5106653-703

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 27th day of March, 2013 between Cliff Luchene and Roxanne Luchene, whose address is 14616 South Harrison Ave., Posen, Illinois ("Be rrower/Grantor")

and Nationstar Mortgage LLC, whose address is 350 Highland Drive, Lewisville, Texas 75067

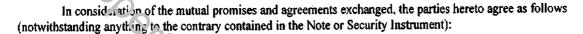
("Lender/Grantee"), ("Mongagee"), and Mortgage Electronic Registration Systems, Inc. amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Timely , granted or assigned to Mortgage Electronic Payment Rewards Rider, if any, dated July 10th, 2009 Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded on July 29th, 2009 , in Book/Liber . Official Records of N/A , Page N/A , Instrument No. 0921047021 , and (2) the Note, bearing the same date as, and secured by, County, Illinois the Security Instrument, which covers the real and personal property described in said Security Instrument and defined therein as the "Property," located at 14616 South Harrison Ave, Posen, Illinois 60469

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the real property described being set forth as follows:

THE SOUTH 90 FEET (EXCEPT THE WEST 165.69 FEET THEREOF) OF THE NORTH 1/2 OF THE WEST 324.38 FEET (EXCEPT THE EAST 33 FEET THEREOF) OF THE SOUTH 1026.96 FEET (EXCEPT THE NORTH 344 FEET THEREOF) OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

APN: 28-12-224-030



- 1. As of June 155, 2013, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 171,163.68, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 2. Borrower promises to ray the 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 %, from May 1st, 2013 . Borrower promises to make monthly payments of principal and interest of U.S. \$804.89 , beginning on the 1st 12 f of June , 2013 , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 3.875 % will remain in effect until principal and interest are paid in full. If on May 1st, 2043 , (the "Maturity Date"), Borrower still owes amounts under the Note and the Socurity Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
- 3. 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 stands secured by the Security Instrument.

 If Lender exercises this option, Lender shall give Borrower on tice 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 and out further notice or demand on Borrower.
- Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all pay nents of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrover is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancel a null and void, as of the specified date in paragraph No. 1 above:
- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, imp'ementing, or relating to, any change or adjustment 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, 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.

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5. 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 at trees 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 Lect onic 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/Beneficiary of record under the Security Instrument and the Agreement. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- 6. If applicable, by this paragraph, L inder is notifying Borrower that any prior waiver by Lender of Borrower's obligations to pay to Lender Funds for any in all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.
- Borrower will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funder") 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 on 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 any 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 estimated. 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 waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay the ender 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 "on enant 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 amounts, 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 future Escrow Items or otherwise in accordance with

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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 the poor poor of Funds held in escrow, as defined under necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly 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 fall sums secured by the Loan Documents, Lender shall promptly refund Borrower any Funds held by Lender.

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BORROWER ACKNOWLEDGMENT

State of Minois §	
County of Cook § On this 20 day of April Joseph R. Koltz [name	, 2013 , before me, e of notary], a Notary Public in and for said state,
personally appeared Cliff Luchene and Roxanne Lucher	ne
[name of person acknowledged], known to me to be the packnowledged to me that he/she/they executed the same to	person who executed the within instrument, and for the purpose therein stated.
(Seal)	Notary Signature) useph & Kuttz
O/F	Type or Print Name of Notary
***********	Notary Public, State of Thinois
OFFICIAL SEAL JOSEPH R KOLTZ	My Commission Expires: Nov 20, 2016
New Commission Expires Nov 20, 2016	Commission Expires

Loan No.: 0601683931	
4-23-13	
-Date	
Nationstar Mortgage LLC -Lender	
By: Main Meyer Printed/Typed Name: Not onne Meyer	
Its: Representative	
LENDLE ACKI	NOWLEDGMENT
State of Texas §	
County of Denton §	0,000
Michigan Bourles	[name of notary], a Notary Public in and for said state, of Mationstar Mortgage LLC
personally appeared, Advicine Meyer, Repr	esentative , Lender,
personally known to me to be the person who executed to acknowledged to me that he/she/they executed the same	he within instrument on wet alf of said entity, and for the purpose therein states.
(Seal)	Michell Bavier
	Type or Print Name of Notary
	Notary Public, State of
MICHELLE BOWLES Notary Public, State of Texas My Commission Expires July 16, 2016	My Commission Expires: 7/14/14
July 10, 2015	•

Loan No.: 0601683931				
C/6/12				
-Date				
Mortgage Electronic Registration Systems, IncMortgagee				
ву:				
Printed/Typed Name:				
Its: Assistant Secretary				
MORTGAGEF ACKNOWLEDGMENT				
State of Texas § State of Texas § County of Denton A §	4			
10	before me,			
On this day of Cathleen Nguyen	[name of nciar], a Notary Public in and for said state,			
personally appeared Ross Scoggin Systems, Inc., Mortgagee, personally known to me to be said entity, and acknowledged to me that he/she/they exc	, Assistant Secretary of Mortgage Electronic Registration the person who executed the within instrument on behalf of ecuted the same for the purpose therein stated.			
(Seal)	Cathleen Phuong Nguye's Type or Print Name of Notary			
CATHLEEN PHUONG NGUYEN Notary Public, State of Texas My Commission Expires June 01, 2016	Notary Public, State of TX My Commission Expires: 06/01/2016			