

IndyMac Mortgage Services Loan No.: 1010079612

Fannie Mae Loan No.: 1704347719

~~MERS ID: 100055401268106749~~

Reference No.: 1010079612-202825-09132012

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made on December 14, 2012 between Israel Carrillo and Maria Isabel Carrillo ("Borrower") and IndyMac Mortgage Services ("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 6/22/2007 and recorded on 7/6/2007 in Book or Liber \_\_\_\_\_, at page(s) \_\_\_\_\_, or Instrument or Document No. 071871119 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 404 Holly Dr, Streamwood, IL 60107, the real property described being set forth as follows:

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

1. As of December 14, 2012, the amount payable under the Note and the Security Instrument (the "New Principal Balance") is U.S. \$271,664.65 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. \$81,499.40 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 \$190,165.26. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 4.25000% from 1/1/2013. Borrower promises to make monthly payments of principal and interest of U.S. \$824.59 beginning on 2/1/2013, and continuing on the same day of each succeeding month until paid in full. The yearly rate of 4.25000% 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 1/1/2053.

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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	4.25000%	1/1/2013	\$824.59	\$480.23, may adjust periodically	\$1,304.82, may adjust periodically	2/1/2013	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 \$480.23. 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.

Fannie Mae Mortgage Services, a division of OneWest Bank, FSB

(Seal)

Date

1-18-13

-Lender

Sandra M. Countess, Assistant Vice President

By:

Israel Carrillo

(Seal)

Date

12-26-12

Maria Isabel Carrillo

(Seal)

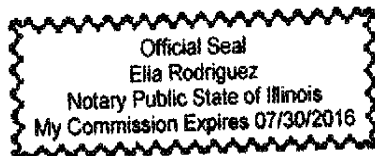
Date

12-26-12

Mortgage Electronic Registration  
Systems, Inc. — Nominee for Lender

N/A

[Space Below This Line For Acknowledgment]



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## NOTARY SECTION

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

On the 26 day of DECEMBER in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Israel Camillo and Maria Isabel Camillo, 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.

Notary Signature

Elia Rodriguez

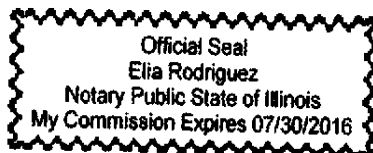
Notary Printed Name

Notary Public; State of IL

Qualified in the County of COOK

My commission expires: 07-30-2016

Official Seal:



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Lender:

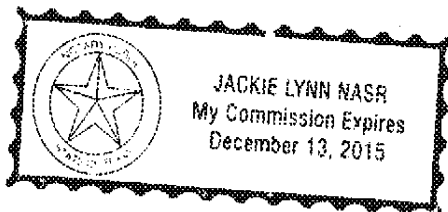
Indymac Mortgage Services, A division of One West Bank, F.S.B.

State of Texas  
County of Travis

Today 1-18, 2013 before me, Jackie Lynn Nasr Notary Public personally appeared Samuel M. Countess, Assistant 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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a division of OneWest Bank®, FSB

January 22, 2013

Israel Carrillo & Maria Carrillo  
 404 Holly Dr., Streamwood, IL 60107

Re: 404 Holly Dr., Streamwood, IL 60107  
 Loan No.: 1010079612  
 Addendum to Modification Agreement Dated 12/14/12

Dear Israel &amp; Maria Carrillo,

IndyMac Mortgage Services, a division of OneWest Bank®, FSB has modified your loan. Upon further review, we determined that the modified Interest Bearing Principal Balance indicated in the modification agreement dated 12/14/12 was incorrect. This addendum corrects and replaces certain terms of the modification agreement dated 12/14/12, as listed below.

2. \$81,499.40 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 \$190,165.25. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of 4.25000% from 01/01/2013. Borrower promises to make monthly payments of principal and interest of U.S. \$824.59 beginning on 2/1/2013, and continuing on the same day of each succeeding month until paid in full. The yearly rate of 4.25000% 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 1/1/2053.

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**No additional action is required by you at this time.** This addendum does not change any other terms of the 12/14/12 modification agreement or your mortgage Note. Please retain this letter along with your original modification agreement for your records.

Should you have any questions regarding this letter, you may contact me directly at 512-250-3896 or via email at [Rebekah.Aug@owb.com](mailto:Rebekah.Aug@owb.com). I am available Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Time.

We apologize for any inconvenience this may have caused.

Sincerely,

Rebekah Aug

Default Escalations, Specialist V

Indymac Mortgage Services,

a division of OneWest Bank, FSB

**This company is a debt collector and any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.**

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Loan Number: 126810674

Date: June 22, 2007

## SIGNATURE AFFIDAVIT AND AKA STATEMENT

I certify that this is my true and correct signature. This signature must match the signature on the Note and Security Instrument.

Maria Isabel Carrillo

Borrower

Maria Isabel Carrillo  
Sample Signature Maria Isabel Carrillo

I further certify that I am also known as:  
Carrillo Maria  
Ma Isabel Carrillo  
Maria I Carrillo

Please sign each variation below.

Carrillo Maria  
Variation 1: Carrillo Maria

Maria I Carrillo  
Variation 3: Maria I Carrillo

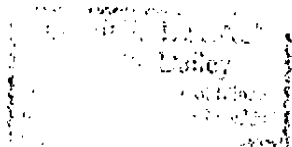
Variation 5:

Variation 7:

Other Variation:

State/Commonwealth of IL  
County/Parish of COOK

Subscribed and sworn (affirmed) before me  
this 22ND day of June 2007.



Maria Isabel Carrillo  
Variation 2: Ma Isabel Carrillo

Variation 4:

Variation 6:

Variation 8:

Other Variation:

Courtney Bailey  
Notary Public in and for  
the State/Commonwealth of IL  
County/Parish of COOK  
My Commission Expires: 7-3-09



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*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.*

*Jackie Nasr*  
\_\_\_\_\_  
**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**

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## EXHIBIT "A"

Lot 1316 in Woodland Heights Unit 3, being a Subdivision in Section 23, Township 41 North, Range 9, East of the Third Principal Meridian according to the Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on July 14, 1960 as Document 1931799 in Cook County, Illinois.

Property of Cook County Clerk's Office