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Karen A. Yarbrough
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Home AFFORDABLE MODIFICATION Agreement

Please return document to:

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15-09-202-039-0000

WHEN RECORDED, RETURN TO:
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Accommodation Recording Per Client Request

41321705 CAMPBELL
FIRST AMERICAN ELS
MODIFICATION AGREEMENT
IL

UNOFFICIAL COPYInvestor Loan # N/A

After Recording Return To:
SHOREBANK
ATTN: IDELL PARKER
7054 SOUTH JEFFERY BLVD.
CHICAGO, IL 60649

This document was prepared by **Idell Parker**
 _____ [Space Above This Line For Recording Data] 413 21705

HOME AFFORDABLE MODIFICATION AGREEMENT (Step Two of Two-Step Documentation Process)

Borrower: **NATHANIEL CAMPBELL JR. AND MAGGIE M. CAMPBELL¹**
 Lender or Servicer ("Lender"): **SHOREBANK**
 Date of first lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"): **MARCH 24, 2008.**
 Loan Number: **543343**
 Property Address [and Legal Description if recordation is necessary] ("Property"): **242 32ND AVE., BELLWOOD, IL 60104-1642**

LOT 9 IN SUNRISE BUILDERS, INC. RESUBDIVISION OF LOTS 1 TO 22, BOTH INCLUSIVE LOTS 25, 26, 27, 32, 33, 34, TOGETHER WITH THE EAST AND WEST VACATED ALLEY LYING SOUTH OF LOTS 5 AND 18 AND LYING NORTH OF LOTS 5 TO 17, INCLUSIVE (EXCEPT THE WEST 110.0 FEET OF LOTS 32, 33, 34, AND 35 AND ALSO RECEPT THAT PART OF LOTS 1, 2, 3, 4, 5, AND VACATED ALLEY SOUTH OF SAID LOT 5 LYING EASTERLY OF LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1, 60.20 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 580.0 FEET TO A POINT WHICH 62.60 FEET WEST OF THE EAST LINE OF SAID LOT 5, THENCE SOUTHEASTERLY TO THE NORTHEAST CORNER OF AFORESAID LOT 6), ALSON THAT PART OF VACATED 32ND AVENUE LYING SOUTH OF A LINE OF GRANT PARALLEL WITH THE 253.0 FEET SOUTH OF THE SOUTH LINE OF GRANT AVENUE AND NORTH OF LINE PARALLEL WITH 534.77 FEET SOUTH OF THE SOUTH LINE OF GRANT AVENUE ALL IN HENRY ULRICH'S ADDITION TO BELLWOOD, BEING A SUBDIVISION OF THAT PART OF THE SOUTH ½ OF THE NORTHEAST ¼ OF ST. CHARLES ROAD AND THE WEST ADJOINING 20 ACRES SUBDIVIDED BY JACOBS GLOS, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.
P.I.N. 15-09-202-039-0000

If my representations in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations.** I certify, represent to Lender and agree:

¹ If more than one Borrower or Mortgagor is executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

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1. **My Representations.** I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Home Affordable Modification program ("Program"));
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and
- G. I have made or will make all payments required under a Trial Period Plan or Loan Workout Plan.

2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

- A. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that any of my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In that event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- B. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. **The Modification.** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on October 1, 2009 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. I understand that if I have failed to make any payments as a precondition to this modification under a workout plan or trial period plan, this modification will not take effect. The first modified payment will be due on October 1, 2009.

A. The new Maturity Date will be: **December 01, 2044.**

B. The modified principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan. The new principal balance of my Note will be **\$232,508.91** (the "New Principal Balance"). I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.

C. Interest at the rate of 2.0% will begin to accrue on the New Principal Balance as of September 1, 2009 and the first new monthly payment on the New Principal Balance will be due on October 1, 2009. My payment schedule for the modified Loan is as

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follows:

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
10/01/2009 to 09/01/2014	2.00%	Sept. 1, 2009	\$766.45	\$415.90 (may adjust periodically)	\$1,182.35 (may adjust periodically)	October 1, 2009	60
10/01/2014 to 9/1/2015	3.00%	Sept. 1, 2014	\$875.06	\$415.90 (may adjust periodically)	\$1,290.96 (may adjust periodically)	October 1, 2014	12
10/01/2015 to 9/01/2016	4.00%	Sept. 1, 2015	\$988.44	\$415.90 (may adjust periodically)	\$1,404.34 (may adjust periodically)	October 1, 2015	12
10/01/2016 to 9/01/2017	5.00%	Sept. 1, 2016	\$1,105.75	\$415.90 (may adjust periodically)	\$1,521.65 (may adjust periodically)	October 1, 2016	12
10/01/2017 to 12/01/2044	5.375%	Sept. 1, 2017	\$1,150.24	\$415.90 (may adjust periodically)	\$1,566.14 (may adjust periodically)	October 1, 2017	327

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*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified loan will be the minimum payment that will be due each month for the remaining term of the loan. My modified loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.

4. **Additional Agreements.** I agree to the following:

- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. That this Agreement constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my escrow account.
- E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.

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- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Lender shall not exercise this option if state or federal law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me 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 I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- H. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- I. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.
- J. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and not withstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.
- K. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Plan if an error is detected after execution of this Agreement. I understand that a corrected Agreement will be provided to me and this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrected Agreement, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification program.
- L. Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage loan.
- M. That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the Trial Period Plan and this Modification Agreement by Lender to (a) the U.S. Department of the Treasury, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (c) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (e) any HUD certified housing counselor.

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- N. I agree that if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the original promissory note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the original note. All documents the Lender requests of me under this Section 4.N. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.

In Witness Whereof, the Lender and I have executed this Agreement.

ShoreBank
Lender

By: [Signature]

Date 9/30/09

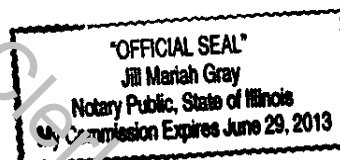
Nathaniel Campbell Jr. (Seal)
Borrower

Date [Signature]

Maggie M. Campbell (Seal)
Borrower

Date 9-30-09

[Space Below This Line For Acknowledgement]



Jill Mariah Gray
10/05/09

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[Space Below This Line For Acknowledgement]

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 30th day of September 2009 before me, the undersigned Notary Public, personally appeared Moneth Lawrence and known to me to be with the Manager, authorized agent for **ShoreBank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **ShoreBank**, duly authorized by **ShoreBank** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **ShoreBank**.

By Jill Mariah Gray Residing at 7054 S. Jeffery Blvd Chicago, IL
 Notary Public and for the State of Illinois
 My commission expires 06-29-2013

"OFFICIAL SEAL"
 Jill Mariah Gray
 Notary Public, State of Illinois
 My Commission Expires June 29, 2013

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared **Nathaniel Campbell, Jr. and Maggie M. Campbell**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of September, 2009.

By Jill Mariah Gray Residing at 7054 S. Jeffery Blvd Chicago, IL
 Notary Public and for the State of Illinois
 My Commission expires 06-29-2013

"OFFICIAL SEAL"
 Jill Mariah Gray
 Notary Public, State of Illinois
 My Commission Expires June 29, 2013