

After Recording Return To:
FLAGSTAR BANK, FSB
5151 CORPORATE DRIVE
TROY, MI 48098

This Document Prepared By:
FLAGSTAR BANK, FSB
5151 CORPORATE DRIVE
TROY, MI 48098
BRIAN PRICE

Parcel ID Number: 20-30-112-034

Current UPB: \$103,843.43
New UPB: \$101,813.35
New Money: \$0.00

_____[Space Above This Line For Recording Data]_____
Original Recording Date: December 02, 2008
Original Loan Amount: \$108,262.00
Original Lender: MERS as nominee for Flagstar Bank, FSB
New Money: \$0.00
Loan No: 502305089
FHA Case Number: 137-4423272-703

LOAN MODIFICATION AGREEMENT

*MERS as nominee for Flagstar Bank, FSB successor in interest to original lender

This Loan Modification Agreement ("Agreement"), made this 9th day of Sept, 2012, between ALICE BENJAMIN, A SINGLE PERSON whose address is 2110 W 72ND PLACE, CHICAGO, IL 60636 ("Borrower") and Flagstar Bank, FSB* which is organized and existing under the laws of The United States of America, and whose address is 5151 CORPORATE DRIVE, TROY, MI 48098 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated November 10, 2008 and recorded in Book/Liber N/A, Page N/A, Instrument No: 0833742046, of the Official Records (Name of Records) of COOK County, 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

2110 W 72ND PLACE, CHICAGO, IL 60636,
(Property Address)

the real property described being set forth as follows:



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HUD MODIFICATION AGREEMENT
8300h 11/12



* 1 4 9 5 6 + 1 6 *

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See Exhibit "A" attached hereto and made a part hereof;

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 **September 1, 2013**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$101,813.35**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$8,918.56** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
2. Borrower promises to pay 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 **4.000%**, from **August 1, 2013**. Borrower promises to make monthly payments of principal and interest of U.S. **\$486.07**, beginning on the 1st day of **September, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **August 1, 2043** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security 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 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.

4. 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; and



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HUD MODIFICATION AGREEMENT
8300h 11/12



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- (b) all terms and provisions of any adjustable rate rider, 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.
5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
 6. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
 7. Borrower agrees to make and execute other documents or papers as may be necessary 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.
 8. This Agreement modifies an obligation secured by an existing security instrument recorded in COOK County, IL, upon which all recordation taxes have been paid. As of the date of this agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$103,843.43. The principal balance secured by the existing security instrument as a result of this Agreement is \$101,813.35, which amount represents the excess of the unpaid principal balance of this original obligation.



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 HUD MODIFICATION AGREEMENT
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Alice Benjamin
ALICE BENJAMIN -Borrower

_____ [Space Below This Line For Acknowledgments] _____

State of Illinois

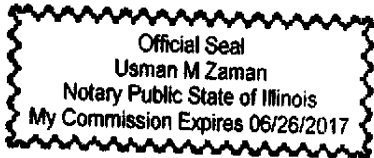
County of Dodge

The foregoing instrument was acknowledged before me, a Notary Public on

9 / 16 / 2013 by ALICE BENJAMIN, A SINGLE PERSON.

Usman M Zaman
(Signature of person taking acknowledgment)
(SEAL)

My Commission Expires on 06/26/2017



Dodge County Clerk's Office



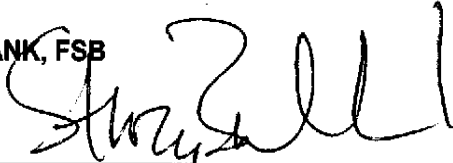
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HUD MODIFICATION AGREEMENT
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FLAGSTAR BANK, FSB

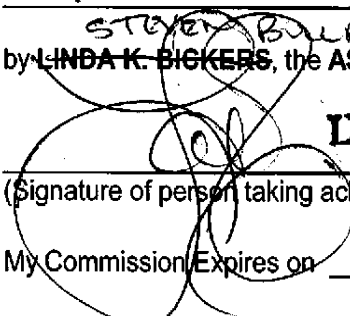
By:  (Seal) - Lender
 Name: ~~LINDA K. BICKERS~~ STEVEN BULLARD
 Title: ASSISTANT VICE PRESIDENT

10-24-13
 Date of Lender's Signature _____
 [Space Below This Line For Acknowledgments] _____

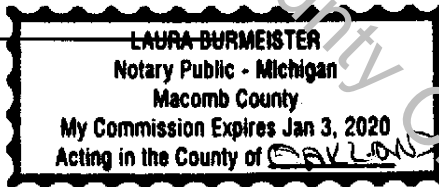
State of Michigan
 County of Oakland

The foregoing instrument was acknowledged before me, a Notary Public on

10-24-13
STEVEN BULLARD
 by ~~LINDA K. BICKERS~~, the ASSISTANT VICE PRESIDENT of FLAGSTAR BANK.


 Laura Burmeister
 (Signature of person taking acknowledgment)

My Commission Expires on _____



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Exhibit "A"

Loan Number: **502305089**

Property Address: **2110 W 72ND PLACE, CHICAGO, IL 60636**

Legal Description:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN COOK COUNTY, ILLINOIS: LOT 42 IN BLOCK 5 IN HERRONS SUBDIVISION OF 50 ACRES IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office



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