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**Doc#: 1413315041 Fee: \$84.00**  
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 Karen A. Yarbrough  
 Cook County Recorder of Deeds  
 Date: 05/13/2014 10:08 AM Pg: 1 of 8

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**Loan #: 2005037146**



## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made August 3, 2010, between FRANK LEUNG, WEN MING LEUNG, ("Borrower") whose address is 12 HIBBARD RD, NORTHFIELD, IL 60093-3505 and CitiMortgage, Inc. ("Lender"), whose address is 1000 Technology Drive, O'Fallon, MO 63368-2240, and Mortgage Electronic Registration Systems, Inc., whose address is P.O. Box 2026, Flint, MI 48501-2026 ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated 05/15/08, and recorded on 05/28/08 in Book or Liber na, at page(s) na, or Document No. 0814947074, of the Recorders Office of the Records of COOK COUNTY, 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 972 PINE ST, WINNETKA, IL 60093-2022, the real property described being set forth in the attached LEGAL DESCRIPTION, or as follows:

APPROV: 05-20-200-005

S N  
 P 8  
 S N  
 M N  
 SC yes  
 E yes  
 INT yes

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):

- As of 08/01/10, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$472,049.51, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- Borrower promises to pay the Unpaid Principal Balance, plus interest, as set forth in the payment schedule below. Interest will begin to accrue on the modified Loan as of 08/01/10. If on 08/01/17, (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Amount*	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins on	Number of Monthly Payments
1-5	2.00%	08/01/2010	\$1505.47	\$1608.12, May adjust periodically	\$3113.59, May adjust periodically	09/01/2010	60
6	3.00%	08/01/2015	\$1730.06	May adjust periodically	May adjust periodically	09/01/2015	12
7	4.00%	08/01/2016	\$1965.52	May adjust periodically	May adjust periodically	09/01/2016	12
8-Term	4.625%	08/01/2017	\$2116.72	May adjust periodically	May adjust periodically	09/01/2017	360

\* Original Note Amount \$ 417,000.00



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, 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.

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 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.

**Optional Provisions:**

I represent that I received a discharge of personal liability in a Chapter 7 bankruptcy after the execution of the Loan Documents. Based on this representation, Lender agrees that I have no personal liability for the debt under the Loan Documents. However, I understand that my bankruptcy discharge of personal liability did not affect the Lender's lien on the Property. In other words, any right the Lender has under the Loan Documents and applicable law to foreclose on the Property if I am in default has not been discharged in bankruptcy. I accordingly understand that if I make no additional payments or otherwise default, the Lender could seek to foreclose on the Property but the Lender could not seek to hold me personally liable. I have chosen to execute this Agreement in order to have the option to make voluntary payments on the debt under the Loan Documents, as modified by the terms of this Agreement.

Add the following provision for MERS loans: 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 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 Loan Documents.

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LOAN WORKOUT PLAN


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

CitiMortgage, Inc.  
16 | 5 | 10  
Date

**Eric Marshall**  
*Eric Marshall*  
By

<< *Eric Marshall* **Eric Marshall** >>  
<<Mortgage Electronic Registration Systems, Inc.>>  
<<Nominee for Lender>>

 *Frank Leung*  
FRANK LEUNG  
9 | 15 | 2010  
Date

 *Wen Ming Leung*  
WEN MING LEUNG  
09 | 15 | 10  
Date

"OFFICIAL SEAL"  
Soledad Gutierrez-Mata  
Notary Public, State of Illinois  
Commission Expires February 13, 2013

*Soledad Gutierrez-Mata*

OFFICIAL SEAL  
SHIRLEY ANN WHITE  
Notary Public - State of Illinois  
My Commission Expires Dec 17, 2011

*Shirley Ann White*



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

CitiMortgage, Inc.

**Amy L. Kitsmiller**  
Vice President  
CitiMortgage, Inc.

Date: 4/25/13 By: *Amy Kitsmiller*

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

Mortgage Electronic Registration Systems, Inc.

**Amy L. Kitsmiller**  
Assistant Secretary  
Mortgage Electronic Registration Systems, Inc.

Date: 4/25/13 By: *Amy Kitsmiller*

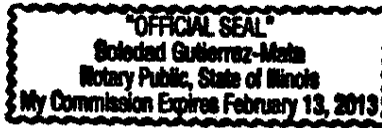
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{Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction}

State of Illinois )  
County of WKE )

On the 15<sup>th</sup> day of September, in the year 2010, before me, the undersigned, personally appeared FRANK LEUNG, 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 signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Soledad Gutierrez-Mata  
Notary Public

My Commission Expires: 02.13.13

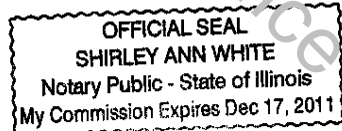
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State of Illinois )  
County of )

On the 15 day of September, in the year 2010, before me, the undersigned, personally appeared WEN MING LEUNG, 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 signatures(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Shirley Ann White  
Notary Public

My Commission Expires: 12-17-2011



Shirley Ann White

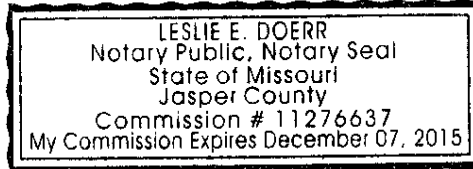
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State of Missouri )  
County of St Charles )

On April 25, 2013, before me appeared Amy L. Kitsmiller, to me personally known, being duly sworn or affirmed did say that she is a Vice President Of CitiMortgage, Inc., and that said instrument was signed on behalf of said corporation, by authority of its Board of Directors, Amy L. Kitsmiller acknowledged said instrument to be the free act and deed of said corporation, and that such individual made such appearance before the undersigned in the City of O'Fallon, State of Missouri.

Leslie E Doerr  
Notary Public

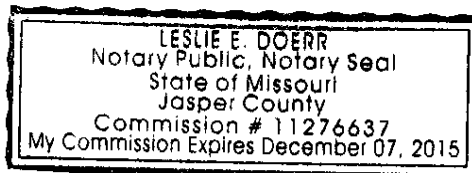


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State of Missouri )  
County of St Charles )

On April 25, 2013, before me appeared Amy L. Kitsmiller to me personally known, being duly sworn or affirmed did say that she is a Assistant Secretary Of Mortgage Electronic Registration Systems, Inc. and that said instrument was signed on behalf of said corporation, by authority of its Board of Directors, Amy L. Kitsmiller acknowledged said instrument to be the free act and deed of said corporation, and that such individual made such appearance before the undersigned in the City of O'Fallon, State of Missouri.

Notary Public Leslie E Doerr



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5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

LOT 11 IN BLOCK 2 IN PROVIDENT MUTUAL LAND ASSOCIATION SUBDIVISION OF BLOCKS 7 TO 12, 28 TO 33, 54 TO 59 INCLUSIVE IN THE VILLAGE OF WINNETKA, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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