WHEN RECORDED, RETURN TO: FIRST AMERICAN TITLE INSURANCE CO. 1100 SUPERIOR AVENUE, SUITE 200 CLEVELAND, OHIO 44114 NATIONAL RECORDING

When recorded mail to: #:9147310 First American Title Loss Mitigation Title Services 1454.1 P.O. Box 27670

Santa Ana, CA 92799

RE: ROUTLIFFE - MOD REC SVC

__ Space Above This Line For Recording Data_

Prepared By: National City Mortgage Co., a subsidiary of National City Bank

SHERYL JOHNSON

Loss Mitigation

Building 2

3232 Newmark Drive

Miamisburg OH 45342

NCM

FHA Case No.

734 137-2951401

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

18TH

DECEMBER , 2007, day of

between

This Loan Modification Agreement ("Agreement") is made this KATHRYN J ROUTLIFFE

& ROBERT BERLIEN

("Borrower(s)")

and National City Mortgage Co., a subsidiary of National City Bank ("Lender"), amends and

supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security instrument"), dated

April 21, 2004

and recorded

April 29, 2004

As Instrument Number

412026116

IL

FIRST AMERICAN ELS MODIFICATION AGREEMENT

Of the Official 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

7409 N SEELEY APT GA

CHICAGO

IL

60645

UNOFFICIAL COPY

The real property described being set forth as follows: See Attached Exhibit A

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):

- , the amount payable under the Note and the Security 1. As of January / 2008 Instrument (the "unpaid Principal Balance") is U.S. \$148,374.67 consisting of the amount(s) io aned to the Borrower(s) by the lender and any interest capitalized to date.
- The borrower(s) promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.375% . The Borrower(s) promises to make monthly payments of principal January 1, 2008 beginning on the day of and interest of U.S. February 1, 2008 \$925.66 and continuing thereafter on the same day of each succeeding month until principal and interest are January 1, 2038 , the Borrower(s) still owes amounts under the Note paid in full. If on and the Security Instrument, as amended by this Agreement, the Borrower(s) will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at (Lender's address) Clort's Office

National City Mortgage Co. a subsidiary of National City Bank 3232 Newmark Drive, Miamisburg Ohio, 45342

or at such other place as the Lender may require.

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LEGAL DESCRIPTION

UNIT GA IN THE EASTRIDGE POINTE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 29 AND 30 IN CLOVER'S HOME AVENUE ADDITION TO ROGERS PARK, A SUBDIVISION OF LOT 3 IN COUNTY CLERK'S DIVISION OF PART OF THE SOUTHWEST FRACTION 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED A EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 00121369, AND AS AMENDED, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

S.A.

DITA

TODO

COOK

COUNTY CIERTS OFFICE

UNOFFICIAL COPY

| 3. | The Borrower(s) represents that the Borrower(s) / / is, is not, the occupant of the Property. |
|----|---|
| 4. | The Security Instrument, including without limitations, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower(s) 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 number 1 above: |
| a. | Instrument (it any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and |
| 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. | Nothing in this Agreement shall of understood or construed to 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 the Borrower(s) and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement. Witness Signature Control |
| | STATE OF Illivais: COUNTY OF CALL |
| | |

On this

day of December, 2007, before me a notary public came the above named

KATHRYN J ROUTLIFFE

& ROBERT J BERLIEN

acknowledged the within indenture of Mortgage to be their act and deed, and desired the same to be recorded

Witness my hand and seal, the day and year aforesaid.

19/8/2010 MY COMMISSION EXPIRES 9-8-2010

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| National City Mortgage Co., a subsidiary of National City Bank By: Jennyfer Mifflin Its: Mortgage Officer | Hamlett Witness |
|--|---|
| | Quan hours Witness |
| (snace Below This Lin | ne For Corporate Acknowledgement) |
| STATE OF: OHIO COUNTY OF: MONTGOMERY BEFORE ME, the undersigned authority, on this | dzy personally appeared Jennifer Mifflin , the |
| Mortgage Officer of Nation | al City Fort, age Co., a subsidiary of National City Bank, known to |
| for the purposes and consideration therein expressed as the actherein stated. GIVEN UNDER MY HAND AND OFFICIAL SI | 200 x |
| My Commission Expires: 06-03-12 | |

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