When recorded mail to:

First American Title Loss Mitigation Title Services-LMTS P.O. Box 27670 Santa Ana, CA 92799 Attn: LMTS

PREPARED BY:

JAMI WERDEBAUGH CITIMORTGAGE, INC 1000 TECHNOLOGY DRIVE O'FALLON, MO 63368

[Space Above This Line For Recording Data]...... DIF COUNTY CLOTHICS

LOAN MODIFICATION AGREEMENT

STATE: IL COUNTY: COOK

ORDER #: 9333973

PIN: 25-16-303-020-0000

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When Recorded Return To:

When recorded mail to: #:8408127 First American Title

Loss Mitigation Title Services 1806.14 P.O Box 27670

Santa Ana, CA 92799

RE: PICKENPACK JR - ALTA ENDORSE

118843 MERS Phone: 1-888-679-6377

CitiMortgage, Inc. 1000 Technology Drive O'Fallon, MO 63368

* Original Principal \$ 139,800.00

Loan # 2005523289

LOAN MODIFICATION AGREEMENT (PROVIDING FOR FIXED INTEREST RATE/CAPITALIZATION)

This Loan Modification Agreement ("Agreement"), made May 23, 2013, between VEODIS PICKENPACK JR, DEASETTA PICKENPACK ("Borrower") residing at 10759 S LOWE AVE, CHICAGO, IL 60628-3109, and Cit Mortgage, Inc. ("Lender") If Applicable: follow with successor by reason of merger with N/A and amends and stortlements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") dated 07/27/08 and recorded on 08/04/08, Document number 0821747049, Book number na, Page na in 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 is the "Property", located at 10759 S LOWE AVE, CHICAGO IL, 60628-3109 the real property described as being set forth as follows:

LOT 20 IN BLOCK 1 IN TENINGA BROS. AND COMPANY'S SIXTH BELLEVUE ADDITION TO ROSELAND, BEING A SUBDIVISION OF LOTS 36 AND 37 (EXCEPT THE WEST 174 FEET THEREOF) IN SCHOOL TRUSTEES! (UTPIVISION OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 14, BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

APN: 25-16-303-020-0000

If not recording remove reference to described as being set forth as follows, see attached legal description. Specialist should enter language; as per your original loan tocuments.

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 05/23/13, the amount payable under the Note and Security In trumpat (the "Unpaid Principal Balance") is U.S. \$ 136,508.74. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, posts and expenses in the total amount of \$ 8,723.32, have been added to the indebtedness under the terms of the Note and Security Instrument and the loan re-amortized over 360 months. When payments resume on 07/01/13, the New Unpaid Principal Balance will be \$ 145,232.06.
- 2. The Borrower promises to pay the New Unpaid Principal Balance, plus Interest, to the order of Lender, Interest will be charged on the Unpaid Principal Balance at the yearly rate of 3.500 % effective 06.0313 (the "Interest Change Date"). The Borrower promises to make monthly payments of principal and interest of U.S. \$ 652.16 (which does not include and amounts required for Insurance and/or Taxes) beginning on 07/01/13 and continuing thereafter on the same date of each succeeding month until principal and interest are paid in full.

If on 06/01/43 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay those amounts in full on the Maturity Date. All other terms stated in the Note remain the same.

3. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.

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If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by the Security Instrument. If the Borrower fails to pay these sums prior to the expiration period, the Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on the Borrower.

- A. 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.
- 4. The Borrower also will comply with all the other covenants, agreements, and requirements of the Security Instrument including without limitation, the Borrower's covenants and agreements to make all the payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make the under Security Instrument; however, the following terms and provisions are forever canceled, null, and wold, 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 a fustment 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, or part of, the Note and Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
- 5. Nothing in this Agreement shall be understocher 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 the Borrower and Lender will be bound by and comply with, all of the terms and provisions thereof, as amended by this Agreement.
- 6. It is mutually agreed that the Security Instrument shall constitute a first lien upon the premise and that neither the obligation evidencing the aforesaid indebtedness nor the Security Instrument shall in any way be prejudiced by this Agreement, but said obligation and Security Instrument and all the covenants and agreements thereof and the rights of the parties there under shall remain in full force and effect except as herein expressly modified.
 - A. Notwithstanding the foregoing, to the extent personal liability has been discharged in bankruptcy with respect to any amount payable under the Note, as modified herein, nothing contained herein shall be construed to impose personal liability to repay any such obligation where any obligations have been so discharged. If any bankruptcy proceeding is pending or completed during a time period related to entering this Agreement. I understand that I enter this Agreement voluntarity and that this Agreement, or actions taken by the Lender in relation to this Agreement, does not constitute a demand for payment or any attempt to collect any such obligation.

B.

[X] MERS LOAN. If this box is checked, the loan evidenced by the Note and secured by the Security Instrument was assigned to or the Security Instrument was prepared in the name of Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of 'Delaware and has an address of 1901 E Voorhees Street Suite C, Danville, IL 61834 or P.O. Box 2026, Flint, MI 48501-2026, and telephone number of (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.

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IN WITNESS WHEREOF, the parties have signed, sealed and delivered this agreement on the date above written. Borrower - DEASETTA PICKENPAC l'ati) Aortgage, Inc. Matthew E. Schulte Assistant Vice President CRIMortgage, Inc. Date Lender -Mortgage Electronic Registration Systems, Inc. Anthew E. Schulle Assistant Secretary By Physical Indiana Syline, be

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[Space Below This Line for Acknowledgments]
State of ILL!NOIS) County of COOK (1)
On thisday of
IN TEST MONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.
Notary Public Fatrice Wilson
My Commission Expires: 11-05-2016
OFFICIAL SEAL LATRICE WILSON NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 11/05/16

State of ILLINOIS) SS
County of COOK
On this 31 day of
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.
Notary Public Statrice Wilson
My Commission Expires: $1/-0.5-2016$

OFFICIAL SEAL LATRICE WILSON NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 11/05/16

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State of Missouri
County of St Charles)
OnJune 14 th 2013, before me appeared Matthew E. Schulte, to me personally known, being duly sworn or affirmed did say that he is an Asst. Vice President Of CitiMortgage, Inc., and that said instrument was signed on behalf of said corporation, by authority of its Board of Directors, Matthew E. Schulte, 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. GILLIAN M. HOWARD Notary Seal State of Missouri Commissioned for Warren County Commissioned for Warren County Commission Expires: July 25, 2016 My Commission Number: 12372391

State of Missouri
State of Missouri) County of St Charles) On June 14 th 2013 before me appeared Matthew E. Schulte, to whe personally known.
On <u>June 14th 2013</u> , before me appeared <u>Matthew E. Schulte</u> , to me corsonally known, being duly sworn or affirmed did say that he is an <u>Assistant Secretary of Mortouce Electronic Registration Systems, Inc.</u> and that said instrument was signed on behalf of said corporation, by authority of its Board of Directors, <u>Matthew E. Schulte</u> , 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.
GILLIAN M. HOWARD Notary Public - Notary Seal State of Missouri Commissioned for Warren County My Commission Expires: July 25, 2016 Commission Number: 12372391

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Certificate of Preparation

Prepared by: Lee Kee Robinson Sr. CitiMortgage, Inc. 1000 Technology Drive (M.S. 321) O'Fallon, MO 63368-2240 1-866-272-4749

Acct # 2005523289

This is to certify that this INSTRUMENT was prepared by CITIMORTGAGE Inc., one of the parties name in DOT COLLARS OFFICE the instrument.

Preparer Signatures

Lee Kee Robinson Sr.

Document Control Officer