

After Recording Return To:

Ruth Ruhl, P.C

C/O Old Republic
500 City Parkway West, Suite 200
Orange, CA 92868

Prepared By:

RUTH RUHL, P.C.
12700 Park Central Drive, Suite 850
Dallas, Texas 75251

Loan No.: 1000782613

LOAN MODIFICATION AGREEMENT

(Providing for Principal Forgiveness)

This Loan Modification Agreement ("Modification"), is effective June 1st, 2014, between Richard Zaragoza, a married man, whose address is 8228 South Narragansett Avenue, Burbank, Illinois 60459 ("Borrower/Grantor") and Queens Park Oval Asset Holding Trust by: RoundPoint Mortgage Servicing Corporation as its attorney-in-fact

("Lender/Grantee"), whose address is 5032 Parkway Plaza Blvd, Charlotte, North Carolina 28217 and amends and supplements (1) the Note (the "Note") made by the Borrower, dated January 28th, 2010, in the original principal sum of U.S. \$ 147,184.00, and (2) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), recorded on February 2nd, 2010, in Book/Liber N/A, Page N/A, Instrument No. 1003334046, Official Records of Cook County, Illinois. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at 8228 South Narragansett Avenue, Burbank, Illinois 60459

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That real property is described as follows:

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. **Modification Terms.** As of June 1st, 2014, (the "Modification Effective Date"), the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 184,908.99, consisting of all amounts and arrearages that are past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances, late charges, and other costs, collectively "Unpaid Amounts") less Principal in the amount of U.S. \$23,604.76, which has been forgiven (the "Principal Forgiveness"). The new amount payable under the Note and the Security Instruments is U.S. \$161,304.23 (the "New Principal Balance").

Interest at the rate of 2.000% will begin to accrue on the New Principal Balance as of June 1st, 2014 and the first new monthly principal and interest payment on the New Principal Balance will be due on July 1st, 2014.

The monthly principal and interest payment schedule for the modified Loan is as follows:

Months	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Payment Begins On	Number of Monthly Payments
1-18	2.000%	06/01/2014	\$492.51	07/01/2014	18
19-30	3.000%	12/01/2015	\$578.25	01/01/2016	12
31-42	4.000%	12/01/2016	\$669.29	01/01/2017	12
43-54	5.000%	12/01/2017	\$764.82	01/01/2018	12
55-66	6.000%	12/01/2018	\$864.08	01/01/2019	12
67-354	6.875%	12/01/2019	\$953.38	01/01/2020	288

The new Maturity Date will be: December 1st, 2043.

The above terms in this paragraph 1. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

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Borrower understands and acknowledges that, if Borrower has 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 the modified loan will be the minimum payment that will be due each month for the remaining term of the loan. Borrower further understands and acknowledges that the modified loan will not have a negative amortization feature that would allow the Borrower to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

2. Property Transfer/Sale. 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.

3. Covenants/Agreement/Requirements. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the 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 specified date 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
- (b) all terms and provisions of any adjustable rate 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;

4. Miscellaneous Provisions. 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.

(f) 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.

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(g) Borrower 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 notwithstanding 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.

(h) Borrower agrees 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, Borrower 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 Borrower against any loss associated with a demand on the original note. All documents the Lender requests of Borrower under this paragraph 4 (h) shall be referred to as "Documents." Borrower agrees to deliver the Documents within ten (10) days after Borrower receives Lender's written request for such replacement.

(i) This Agreement is not binding until it is fully executed by the Borrower and the Lender.

[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

08-23-14 _____ (Seal)
Date Richard Zaragoza -Borrower

_____ (Seal)
Date -Borrower

_____ (Seal)
Date -Borrower

_____ (Seal)
Date -Borrower

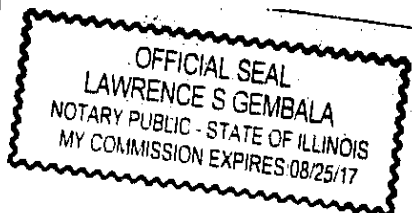
BORROWER ACKNOWLEDGMENT

State of Illinois §
County of Cook §

On this 23 day of JUNE, 2014, before me, LAWRENCE S GEMBALA [name of notary], a Notary Public in and for said state, personally appeared Richard Zaragoza

[name of person acknowledged], known to me to be the person who executed the within instrument, and acknowledged to me that he/she/they executed the same for the purpose therein stated.

(Seal)



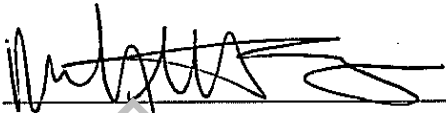
Lawrence S Gembala
Notary Signature
LAWRENCE S GEMBALA
Type or Print Name of Notary
Notary Public, State of ILLINOIS
My Commission Expires: 08/25/2017

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Loan No.: 1000782613

Queens Park Oval Asset Holding Trust
by: RoundPoint Mortgage Servicing -Lender
Corporation as its attorney-in-fact

February 3, 2015 -Date

By: 

Its: Portfolio Manager

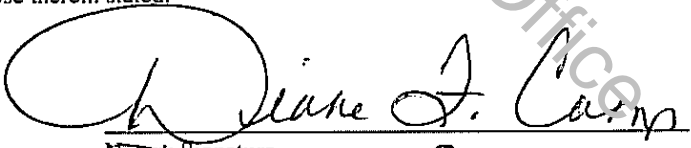
LENDER ACKNOWLEDGMENT

State of North Carolina §
County of Mecklenburg §

On this 3rd day of February, 2015, before me,
Diane F. Camp (name of notary), a Notary Public in and for said state,
personally appeared Michelle Johnson, Portfolio Manager
[name of officer or agent, title of officer or agent] of Queens Park Oval Asset Holding Trust by: RoundPoint
Mortgage Servicing Corporation as its attorney-in-fact

[name of entity]
known to me to be the person who executed the within instrument on behalf of said entity, and acknowledged to me
that he/she/they executed the same for the purpose therein stated.

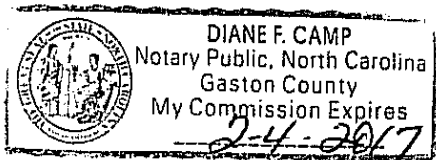
(Seal)



Notary Signature
Diane F. Camp
Type or Print Name of Notary

Notary Public, State of N.C.

My Commission Expires: 2-4-2017



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EXHIBIT A

Pin # : 19-31-212-169-0000

LOT 3 (EXCEPTING THE WEST 50 FEET THEREOF) IN O'DONNELL RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1 AND 2 IN GILBERT AND WOLF'S HIGHLANDS, A SUBDIVISION OF LOT 51 IN FREDERICK H. PARTLETR'S 79TH STREET ACRES, A SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO SAID PLAT OF RESUBDIVISION RECORDED APRIL 25, 2003 AS DOCUMENT 0311544145, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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Loan No.: 1000782613

BALLOON ADDENDUM

THIS ADDENDUM is made this 16th day of June, 2014, and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date, given by the undersigned (the "Borrower") which modifies Borrower's Note and Security Instrument to Queens Park Oval Asset Holding Trust by: RoundPoint Mortgage Servicing Corporation as its attorney-in-fact (the "Lender")

and covers the Property located at:

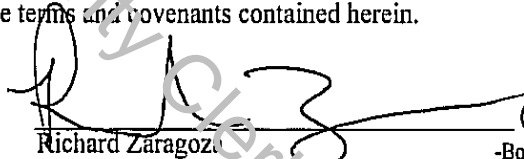
8228 South Narragansett Avenue, Burbank, Illinois 60459
[Property Address]

In addition to the agreements made in the Loan Modification Agreement, Borrower and Lender further agree as follows:

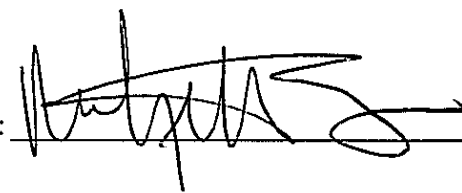
"THIS LOAN MUST EITHER BE PAID IN FULL AT MATURITY OR CONVERTED TO A MARKET LEVEL FIXED RATE OVER THE EXTENDED REMAINING TERM. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE IF YOU DO NOT QUALIFY. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER."

By signing below, Borrower accepts and agrees to the terms and covenants contained herein.

Queens Park Oval Asset Holding Trust by: _____ (Seal)
RoundPoint Mortgage Servicing Corporation as -Lender
its attorney-in-fact

 _____ (Seal)
Richard Zaragoza -Borrower

_____ (Seal)
-Borrower

By:  _____

_____ (Seal)
-Borrower

Its: Portfolio Manager _____

_____ (Seal)
-Borrower