Prepared by:
-Adam Wilkowski
Vice President
Lakeview Loan Servicing, LLC

475 Crosspoint Pkwy Getzville, NY 14068

[Space Above This Line For Recording Data]

FHA# 734 137-4500920 TAX ID 03-32-235-026-1045

14006895

#### LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

-All that tract or parcel of land as shown on Schedule A which is annexed hereto and incorporated herein as Exhibit A-

NOTE: BY INSTRUMENT DATED 08/19/2013 RECORDED 09/04/2013 AS DOC.#/BK-PG 1324710009 – OF COOK COUNTY RECORDS, THE ABOVE SECURITY INSTRUMENT WAS ASSIGNED UNTO LAKEVIEW LOAN SERVICING, LLC.

LOAN MODIFICATION AGREEMENT-—Single Family—Fannie Mac Uniform Instrument

ANIA FIGUEROA;

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NOTE: BY INSTRUMENT DATED RECORDED 04/19/2012 AS DOC.#/BK-PG 1211057216-OF COOK COUNTY RECORDS, THE ABOVE SECURITY INSTRUMENT WAS ASSIGNED UNTO BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP.

With the original principal balance of U.S. \$125,661.00, with pre-modification principal of U.S. \$116,156.34, and with capitalized amount of U.S. \$9,179.75.

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 first day of November, 2014 the amount payable under the Note and the Security Instrument (the 'Unpaid Principal Balance') is U.S. \$125,336.09 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 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 and continuing thereafter until the Maturity Date (as hereinafter defined), on the first day October, 2044, at the yearly rate of 4.375% from first day of October, 2014. Borrower promises to pay monthly payments of principal and interest in the amount of U.S \$625.78 beginning on the first day of November, 2014 and shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. The new Maturity Date will be October 31, 2044.

Borrower's payment schedule for the modified Loan is as follows for the term of 30 years:

Interest	Interest	Interest Rate Change Date	Monthly Privicinal	Payment Begins On	Number of
Rate	Rate	-	and Interest	_	Monthly
Change			Payment Amount		Payments
1	4.375%	first day of October, 2014	\$625.78	fast day of November, 2014	360

If on October 01, 2044 (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.

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.

ANIA FIGUEROA;

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- 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 agræs 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 I ender'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

ANIA FIGUEROA:

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which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

- 6. By this paragraph, Lender is notifying Borrower that any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items.
- 7. Borrower will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the 'Funds') to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called 'Escrow Items.' Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrowa's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such weiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase 'covenant and agreement' is used in the Loan Documents. If Borrower is obligated to pay Escrow 'tems directly, pursuant to a waiver. and Borrower fails to pay the amount due for an Escrew Item, Lender may exercise its rights under the Loan Documents and this Agreement and prover such amount and Borrower shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this paragraph.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide Borrower, without charge, an annual accounting of the Funds as required by

ANIA FIGUEROA;

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RESPA.If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments. Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to Borrower any Funds held by Lender.



ANIA FIGUEROA;

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(Seal) ANIÁ I

State of County of

On the 15 day of November in the year 2014 before me, the undersigned, personally appeared ANIA FIGUEROA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument

JENNIFER SOPALLE OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires

Notary Publ

My Commission expires:

ANDREW SINCLAIR-GEORGES A/K/A ANDREW SINCLAIR GEORGES

June 20, 2018

State of County of

Sound Clout! On the 15 day of November in the year 2014 before me, the undersigned, personally appeared ANDREW SINCLAIR-GEORGES A/K/A ANDREW SINCLAIR GEORGES, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument



Notary Public

My Commission expires:\_

ANIA FIGUEROA;

LOAN MODIFICATION AGREEMENT--Single Family-Famile Mae Uniform Instrument

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LENDER					
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Lakeview Loan Servicing, LLC	LENDER	Witness *	1/.	Kevin Mut	i > ∶
Richard Scott Pomietlasz Supervisor I		Witness		Tynii	ka Bennett
Lakeview Loan Servicing, LLC	<b>-</b>				٠.
Date of Lender's Signature	_			•	•
[Space B	Below This Lin	ne For Acknowl	edgments)	•	<del></del>
State of New York	Co	. `			
County of Erie	4		•	<i>_</i> ·	
On theday of	June.	in the	ne year	D)5	_ before
me, the undersigned, personally app	eared 1	Textorg (	11/1	pom ven	onally
known to me or proved to me on the	e basis of sat	isfactory evid	ace to be th	e individual	(s) whose
name(s) is(are)subscribed to the v	vithin instrum	nent and ackno	who do to	me that he	/she/they
executed the same in his/her/their	r capacity(ies	), and that by	his/he./th	cir signature	(s)on the
instrument, the individual(s), or the	ne person up	on behalf of	which the	ir div dnal(s	) acted,
executed the instrument.	>			The second	9
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Notary Public					

GABRIEL J FOSTER
Lic. #01F06246828
Notary Public-State of New York
Qualified in ERIE
My Commission Expires • 08/15/2015

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#### Exhibit "A"

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

UNIT NO. 115 SCARSDALE CONDOMINIUM AS DELINEATED ON A SURVEY OF PARTS OF CERTAIN LOTS IN BLOCK 1, 2, 8 AND 9 VACATED ALLEYS AND STREETS IN ARLINGTON HEIGHTS PARK MANOR, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHEAST 1/4, SECTION 32, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MEPUDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM MADE BY LA SALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 282 16. RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 24461711, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON FLEMENTS APPURTENANT TO SAID UNIT SET FORTH ON SAID DECLARATION.

TAX ID NUMBER: 03-32-235-026-1045

BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED

GRANTOR: DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE IN TRUST FOR

THE REGISTERED HOLDERS OF ARGENT SECURITIES, INC. ASSET BACKED PASS THROUGH

**CERTIFICATES SERIES 2006-M1** 

GRANTEE: ANIA FIGUEROA and ANDREW S'NCLAIR-GEORGES, NOT AS TENANTS IN

COMMON, BUT AS JOINT TENANTS WITH RIGHT OF SURVIVIORSHIP

DATED: 11/14/2008 RECORDED: 03/19/2009 BOOK-PAGE/DOC#: 0907841004

ADDRESS: 525 SOUTH CLEVELAND AVENUE APT 105, ARLINGTON HEIGHTS, !!, 60005