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Cook County Recorder 27.50



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Prepared by:
Deanna King
Meritech Mortgage Services, Inc.
P.O. Box 161278
Fort Worth, TX 76161-1278

Record and Return to Above

PIN: 16-20-115-030 0000

LOAN MODIFICATION AGREEMENT

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS:
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND ONE ORIGINAL IS TO BE
RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement ("Modification"), effective the **8th** day of **May 2000**, between **Jose T. Gonzalez, Rosa Gonzalez, and Jesus Gonzalez** and Meritech Mortgage Services, Inc., a Texas Corporation, amends and supplements (1) the Note (the "Note") made by the Borrower, dated **July 1, 1998** in the original principal sum of **\$141,500.00** U.S. Dollars and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on **July 14, 1998** in Book No. **8648**, and Page No. **0159**, and Instrument #**98605148** of the 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"), located at: **1424 Cuyler Avenue, Berwyn, Illinois 60402** the real property being described as follows:

LOT 10 IN BLOCK 4 IN W.F. KAISER AND COMPANY'S ARCADIA PARK SUBDIVISION OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Company, as servicing agent for the holder of the Note agrees to modify the terms of the Note and Security Instrument, and the Lender has agreed pursuant to the terms and conditions herein. In consideration of the agreements herein, and other good and valuable consideration, the Borrower and Lender hereby agree to modify the terms of the Note and Security Instrument as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower represents that the Borrower is the occupant of the Property.
2. The Borrower acknowledges that 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 costs and expenses, together with unpaid accrued interest, in the total amount of **Zero U.S. Dollars (\$0.00)** have been added to the indebtedness under the terms of the Note and Security Instrument, and that as of **May 8, 2000** the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is **U.S. \$140,633.00**.
3. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Company. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **8.25%** beginning **December 1, 1999** with a principal and interest payment of **\$1,067.97** for an **January 1, 2000** due date. Beginning **June 1, 2000** the interest rate will increase to **9.25%** with a principal and interest payment of **\$1,166.28** for a **July 1, 2000**

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due date. Beginning **December 1, 2000** the interest rate will increase to **10.25%** with a principal and interest payment of **\$1,266.61** for a **January 1, 2001** due date. Beginning **June 1, 2001** the interest rate will increase to **11.25%** with a principal and interest payment of **\$1,368.65** for a **July 1, 2001** due date. () If checked the Note is an Adjustable Rate Note and the yearly rate will change on each Interest Rate Change Date in accordance with the Note and Adjustable Rate Rider; or () The Note is an Adjustable Rate Note modified as follows: (X) If checked, the loan is a fixed rate note, and items a) - e) do not apply.

- a) **Change Dates:** The adjustable interest rate I will pay may change on the first day of _____19____, and on that day every _____ month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."
- b) **Index:** Beginning with the first Interest Rate Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 30 days before each Interest Rate Change Date is called the "Current Index."
If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.
- c) **Calculation of Changes:** Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding _____ percentage points (____%) to the Current Index. The Note Holder will then round the result of this addition up to the nearest _____ percentage point (____%). Subject to the limits stated in Section (d) below, this rounded amount will be my new interest rate until the next Interest Rate Change Date.
The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Interest Rate Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.
- d) **Limits on Interest Rate Changes:** The interest rate that I am required to pay at the first Interest Rate Change Date will not be increased or decreased by more than ____% from the initial interest rate. Thereafter, my adjustable interest rate will never be increased or decreased on any single Interest Rate Change Date by more than ____% from the rate of interest I have been paying for the preceding ____ months. My interest rate will never be greater than ____% which is called the "Maximum Rate," or less than _____%, which is called the "Minimum Rate."
- e) **Effective Date of Changes:** My new interest rate will become effective on each Interest Rate Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Interest Rate Change Date until the amount of my monthly payment changes again.
- f) **Notice of Changes:** The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

The borrower promises to make monthly payments of principal and interest of U.S. **\$1,067.97** beginning on the **1st** day of **January 2000**, and continuing thereafter on the same day of each succeeding month, subject to interest rate and payment changes in accordance with the terms of the Note and Rider until Principal and Interest are paid in full. If on **August 1, 2013-** (the "Original Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the "Original Maturity Date". The Borrower will make such payments payable to Meritech Mortgage Services, Inc. at P.O. Box 961105, Fort Worth, Texas 76161-0105 or at such other place as the Lender may require.

4. Except as otherwise modified herein, the Borrower will comply with all other covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower's covenants

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- and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.
5. Nothing in this Modification shall be understood or 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
 6. In the event borrower fails to perform according to the modified terms contained in the agreement, during the first 90 days from the effective date, the modified terms will revert back to the original defaulted terms, and any funds received from the borrower will be credited towards the full reinstatement amount, or will offset the debt should foreclosure occur.

(To be signed by all borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument)

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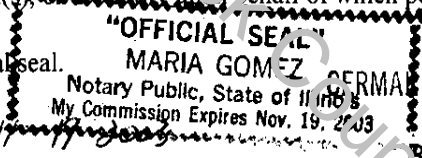
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Jose T. Gonzalez 5-30-00 Rosa Gonzalez 5-30-00
 Borrower: Jose T. Gonzalez Date Borrower: Rosa Gonzalez Date

Jesus Gonzalez 5/30/00
 Borrower: Jesus Gonzalez Date

State of Illinois §
 County of Cook §

On MAY 30 2000 before me, Maria Gomez, personally appeared **Jose T. Gonzalez, Rosa Gonzalez, and Jesus Gonzalez** personally known to me (or proved to me the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), on the entity or behalf of which person(s) acted, executed the instrument.

Witness my hand and official seal.  Maria Gomez
 My commission expires: Nov. 19, 2003 6948 W. CERMAK Notary Public
BERWYN, ILLINOIS 60402
708-749-1722

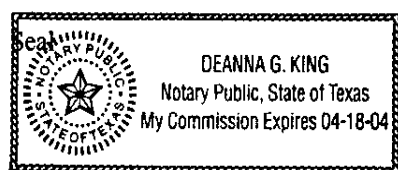
MERITECH MORTGAGE SERVICES, INC., as servicing agent for Chase Bank of Texas N.A., (formerly named Texas Commerce Bank, N.A.), as custodian

6/1/00
 Date

By: Mary Jacque Hollis
 Mary Jacque Hollis, Vice-President

State of Texas §
 County of Tarrant §

This instrument was acknowledged before me on this the 1 day of June 2000, by **Mary Jacque Hollis**, Vice-President of Meritech Mortgage Services, Inc.

 DEANNA G. KING
 Notary Public, State of Texas
 My Commission Expires 04-18-04

Deanna G. King
 Notary Public