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Cook County Recorder

47.50

AFTER RECORDING MAIL TO:

TAYLOR, BEAN & WHITAKER MORTGAGE CORP.
1417 N. Magnolia Ave
Ocala. FL 34474-9078



TBW File No. 8 2 0 4 8

LOAN NO. 1674680146

[Space Above This Line For Recording Data] -

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 30th day of . August.2000 between ERWIN ROTHMAN. a single person. JESSE REYES and SHELIA REYES. his wife

("Borrower") and Tavier. Bean & Whitaker Mortgage Corp.

, ("Lender"),

Imends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated June 16 2000 and recorded in Book or Liber, at page(s), as Instrument # 00461427 of the Official/Public Records of [Name of records]

Çook.

County

Illinois

, and (2) the Note bearing

[County and S.ato, or other Jurisdiction]

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

6425 BRUCE, NILES, IL 60714

[Property Address]

the real property described being set forth as follo vs:

LOT 23 IN GREENWOOD ESTATES BEIN(, SUBDIVISION OF THE EAST HALF OF THE SOUTH WEST QUARTER OF SECTION 23. TOWNSHIP 41 NORTH. RANGE 12. EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE REGISTRAR IN THE OFFICE OF REGISTRAT OF TITLES OF COOK COUNTY. ILLINOIS ON SEPTEMBER 1. 1958 AS DOCUMENT 1809899 IN COOK COUNTY. ILLINOIS. PIN # 09-23-321-019

LOAN MODIFICATION AGREEMENT-SINGLE FAMILY-FNMA UNIFORM INSTRUMENT ISC/CLMA**//0992/3179(2:88)-L PAGE 1 OF 3

FORM 3179 2/88

PREPARED BY:

Liz A. Smith
Taylor, Bean & Whitaker Mortgage Corp.
101 NE 2nd Street
Ocala, FL 34470-6642





Proberty of Cook Colmin Clark's Office

LOAN NO. 1674680146

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 August 30, 2000, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$50.017.71, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- 2. The Borrower 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 9.125 % from August 30.2000. The Borrower promises to make monthly payments of principal and interest of U.S. \$407.18 , beginning on the 1st day of September 2000 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on July 1.2030 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at 101 NE 2nd Street. $0\,c\,a\,l\,a$. FL, $3\,4\,4\,7\,0$ -6642 , or at such other place as the Lender may require.

- 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 Bonower 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 his Security Instrument.
 - If the Lenge recercises 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 this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.
- 4. The 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 the 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 incre and Security Instrument (if any) providing for, implementing, or relating to, any change or adjuct on the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjus able 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 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 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 was a greenent.

Agreement. Whitaker Mortgage 1991 RORIDA O Dickinson residen4 TBW officer Linda Táylor Witness as to Officer Erin Archer (Seal) ERWIN Borrower (Seal) JESSE -Borrower

LOAN MODIFICATION AGREEMENT-SINGLE FAMILY-FNMA UNIFORM INSTRUMENT ISC/CLMA**//0992/3179(2-88)-L PAGE 2 OF 3

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FORM 3179 2/88

Property of Coot Collins, Clort's Office

LOAN NO. 1674680146

SHELIA REYES (Seal)
-Borrower
-Borrower

[Space Below This Line For Acknowledgments]

STATE OF FL COUNTY OF Marion

ss:

COUNTY OF Marion

On August 30. 2000

before me, the undersigned, a Notary Public in and for the said

County and Stale, personally appeared Sherry Dickinson.

to me personally a own, who, being duly sworn by me, did say that he/she/they is/are the

President

instrument, that the seal affixed to said instrument, that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation pursuant to its by-laws or a resolution of its Board of Directors and that he/she acknowledges said instrument to be the free act and deed of said corporation.



Notary Public for the state of My commission expires:

STATE OF COUNTY OF

to me known to be the individual s described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30th day of August. 2000.

Sally M. Gadbury
Notary Public, State of Illinois
Commission Expires April 24, 2001

Notary Public for the State of

My commission expires:

24,20

JESSE REYES and SHELIA REYES

LOAN MODIFICATION AGREEMENT-SINGLE FAMILY-FNMA UNIFORM INSTRUMENT ISC/CLMA**//0992/3179(2-88)-L PAGE 3 OF 3

On this day personally appeared before me ERWIN ROTHMAN.

FORM 3179 2/88

Sally M. (Indicate Sally M. (Ind