

UNOFFICIAL COPY

Return to:  
US Recordings, Inc.  
2925 Country Drive Ste 201  
St. Paul, MN 55117

PREPARED BY: Charlese Smith  
The Old Republic Network  
3505 Embassy Parkway  
Fairlawn, Ohio 44333



Old Republic #:  
Freddie Mac Loan #:  
Servicer Loan #: 43903/20065332

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.

Return to: ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND  
US Recordings, Inc. THE SECURITY INSTRUMENT IS RECORDED.  
2925 Country Drive Ste 201  
St. Paul, MN 55117  
07382888  
LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective March 1, 2001, between Michael Alfrejd and Cammile Alfrejd ("Borrower") and Old Kent Mortgage Services Inc. successors and interest to Mortgage Electronic Registration Systems, Inc., A Delaware Corporation By Mesne Assignments ("Lender"), and amends and supplements (1) the Note (the "Note") made by the Borrower, dated March 8, 1999, in the original principal sum of U.S. \$60,000.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on March 16, 1999 as Document No. 99252870; Assigned by CU America Financial Services, Inc. to Mortgage Electronic Registration Systems, Inc., A Delaware Corporation, By Mesne Assignments Dated April 24, 2000 Recorded May 23, 2000 as Document No. 00371432, of the Land Records of Cook County, IL. 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 14432 S Lawndale Midlothian, IL 60445. That real property is described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, TO WIT:

LOTS 7 AND 8 IN BLOCK 11 IN ARTHUR T. MCINTOSH AND COMPANY'S HOME ADDITION TO MIDLOTHIAN, IN SECTION 11, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax ID #: 28-11-111-020-0000

House of  
28-11-111-020-0000

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and the Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower X is, \_\_\_ is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but 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, costs and expenses, in the total amount of \$6,073.11, have been added to the indebtedness under the terms of the Note and Security Instrument. As of March 1, 2001, 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. \$ 62,383.04.

5-10  
P-4  
5-11-01  
gfk

BATCH:

1 of 5

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3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.250%, beginning March 1, 2001. The Borrower promises to make monthly payments of principal and interest of U.S. \$604.86, beginning on the 1st day of April, 2001, and continuing thereafter on the same day of each succeeding month. If on September 1, 2014 (the "Modified 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 Modified Maturity Date. The Borrower will make such payments at Old Kent Mortgage Services Inc., 4420 44<sup>th</sup> Street Suite B Grand Rapids, MI 49512 or at such other place as the Lender may require.
4. If at any time the Borrower is in default, the Lender may, by providing a written notice to the Borrower, notify the Borrower that the Borrower is in default and that the interest which will be charged on the Unpaid Principal Balance may be increased to a yearly rate of N/A% beginning on an effective date stated in the notice. That date will be at least 30 days after the date on which the notice is delivered or mailed to the Borrower. If the Borrower defaults, the Lender may, at its election, require the Borrower to pay immediately the Unpaid Principal Balance that remains unpaid at that time, all interest that has accrued but not been paid, and any other sums that are evidenced and secured by the Note and Security Instrument. If the Lender does not require that such payment be made immediately, the Borrower shall pay an increased monthly payment that will be based upon the interest rate stated in this Paragraph 4 instead of the interest rate stated in Paragraph 3. The Borrower acknowledges that the increased rate of interest will only be charged if the Borrower does not meet its obligations under the Note and Security Instrument, as modified by this Modification.
5. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and 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.
6. 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.
7. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification. [Check applicable box(es)]
  - 1-4 Family Rider - Assignment of Rents
  - Modification due on transfer rider
  - Bankruptcy Rider

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

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3-02-01  
Date

Michael Alfrejd (Seal)  
Michael Alfrejd - Borrower

3-02-01  
Date

Camille Alfrejd (Seal)  
Camille Alfrejd - Borrower

**(Individual Acknowledgement)**

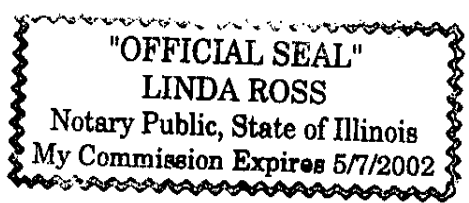
STATE OF ILLINOIS )  
COUNTY OF Cook ) ss

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, do hereby certify that Michael Alfrejd and Camille Alfrejd, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged to me that he/she executed and delivered the same as his/her free and voluntary act for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 2 day of MARCH, 2001.

Linda Ross  
Notary Public (SEAL)  
Printed Name: LINDA ROSS

My Commission Expires: 5-7-02



# UNOFFICIAL COPY

5-11-2001

Date

Old Kent Mortgage Services Inc. - Lender

By:

Printed Name:

Title:

*Scott DeFries*  
Vice-President

Witness

Printed Name:

*Elizabeth Woolery*  
Elizabeth Woolery

Witness

Printed Name:

*Catherine L Schlinz*  
Catherine L Schlinz

### (Corporate Acknowledgement)

STATE OF MICHIGAN )

COUNTY OF Kent ) ss

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Old Kent Mortgage Services Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed as the act and deed of said corporation/association and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 1<sup>st</sup> day of May, 2001.

Notary Public

Printed Name:

*Jane Vrugink*  
Jane Vrugink

(SEAL)

JANE VRUGINK

Notary Public, Kent County, MI

My Commission Expires: \_\_\_\_\_ My Commission Expires Dec. 25, 2002



U07382888-010R04

LOAN MODIF AGREE

REF# 20065331

US Recordings

