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9200 East Mineral Avenue, Suite 329
Englewood, CO 80112
Preparer: Lisa Lucas - Loss Mitigation

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7721/0106 32 001 Page 1 of 4
2001-09-18 13:28:11
Cook County Recorder 27.50



Loan No. 0002079036

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## LOAN MODIFICATION AGREEMENT

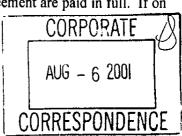
This Loan Modification Agreement ("Agreement"), made October 17, 2000, between Robert L. Karl and Cutherine L. Karl, husband and wife "Borrower(s)", residing at 15 East Shag Bark Lane, Streamwood, Virinois, 60107, and Aurora Loan Services, Inc. ("Lender") and Mortgage Electronic Registration Systems as Nominee for Lender with offices at 601 Fifth Avenue, P.O. Box 1706, Scottsbluff, NE 69363-1706, current holder of the Note and Security Instrument hereinafter described, amends and supplements (i) the Note dated December 29, 1989, made in the amount of \$105,050.00, and (2) the Security Instrument dated December 29, 1989, and recorded January 10, 1990, as Document # 90015973 in the official records of Cook County which covers the real property described in said Security Instrument, located at: 15 East Shag Bark Lane, Streamwood, Illinois 60107 ("Property"), and more particularly described as:

LOT 262 IN TIFFANY PLACE UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT NUMBER 87-309391, IN COOK COUNTY, ILLINOIS.

Tax ID #: 06-14-306-037

In consideration of the mutual promises and agreements excharged, the parties hereto agree as follows, notwithstanding anything to the contrary contained in the Note or Security Instrument.

- 1. As of December 1, 2000, the amount payable under the Note and the Security Instrument is \$95,025.76 ("Unpaid Principal Balance"). The Borrower acknowledges that interes has accrued but has 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 \$10,876.03 have been acceded to the indebtedness under the terms of the Note and Security Instrument and the loan reamortized over 349 months. When payments resume on January 1, 2001, the New Unpaid principal Balance will be \$105,901.79.
- 2. The Borrower(s) promise to pay the Unpaid Principal Balance, plus the interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual rate of 8.500% from December 1, 2000, and Borrower(s) promise to pay monthly payments of principal and interest in the amount of \$819.95 (this figure does not include tax and insurance amounts) beginning January 1, 2001, and on the same day of each month thereafter until the entire amount due and payable under the terms of the Note, Security Instrument and this Agreement are paid in full. If on



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Borrower(s) shall make the monthly payments described herein at Aurora Loan Services, Inc., 601 Fifth Avenue, P.O. Box 1706, Scottsbluff, NE 69363-1706 or at such other place that Lender may designate.

3. If all or any part of the Property or any interest therein is sold or transferred without Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums due under the Note, Security Instrument and this Agreement.

If Lender exercises this option, the Lender shall give the Borrower(s) notice of acceleration. The notice shall provide a period of not less than thirty days from the date the notice is delivered or mailed within which the Borrower(s) must pay all sums due under the Note, Security Instrument and this Agreement. If Borrower(s) fail to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Note, Security Instrument and for this Agreement without further notice or demand for the Borrower(s).

- 4. Borrower(s) will also comply with all other covenants, agreements, terms, conditions, and requirements of the Note and Security Instrument, including, without limitation, the Borrower's agreement to make all payments of taxes, insurance premiure, assessments, escrow items, impounds, and all other payments that the Borrower(s) are obligated to pay under the terms of the Note and Security Instrument, however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph one above.
  - (a) all terms and provisions of the Note and Security Letrument (if any) providing for 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 or other instrument or document that is affixed to or wholly or partially incorporated in 0, or is a part of, the Note or Security Instrument and that contains any such terms or provision 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/or Security Instrument. Except as expressly 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 of the instruments, as amended by this Agreement.

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BORROWER(S):

Robert L. Karl

Manisha D. Mody WITNESS SIGNATURE (PRINT NAME) MANISHA MODY Catherine L. Karl

WITNESS SIGNATURE

(PRINT NAME) BEVEN /Y J. LAUREND

STATE OF Illinois)

**COUNTY OF Cook)** 

On this 23 day of \_\_\_\_\_\_\_, 2000, before me the undersigned, a Notary Public in and for said State, personally appeared Robert L. Karl and Catherine L. Karl \_\_\_\_\_ personally known to me - OR - \_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me in at he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

OFFICIAL SEAL
DHARMISTA PATEI

MY COMMISSION EXPIRES:02/08/03

AURORA LOAN SERVICES, INC., LENDER	
BY: Many	(Immal ordan
Robert E. Simpson	WITNESS SIGNATURE
TITLE: Executive Vice President	(PRINT MAME) brenda Jardan
(CORPORATE SEAL)	Ι. Λ
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SEAL	WITNESS SIGNATURE
1997 AND	(PRINT NAME) SHOULDINGS
and the second s	
MORTAGE ELECTRONIC REGISTRATION SYSTEMS	5, INC. AS NOMINEE FOR THE LENDER
BY: Truste Ming	China m. Sacco
Krista Gingrich,	WITNESS SIGNATURE
TITI F. Vice President	(PRINT NAME) Lynn M. Sacco
	,
(CORPORATE SEAL)	- 1
(CORPORATE SEAL)	Jano Momara
SEAL	WITNESS SIGNATURE
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STATE OF NEBRASKA ).	
U08200938	
COUNTY OF SCOTTS BLUFF)  REF# 201022	245
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On this/6 day of / Lugust, 2001, before me, the undersign	ned, a Notary Public in and for said State, personally
appeared Robert E. Simpson and Krista Ginrich, personally k	
satisfactory evidence to be the person(s) whose name(s) is/are subscr	ribed to the within instrument and acknowledged to n
that he/she/they executed the same in his/her/their authorized capacit	
instrument the person(s), or the entity upon behalf of which the person	on(s) acted, executed the instrument.
WITNESS my hand and official seal.	
than Ikoll	
Signature of Notary	
My Commission Expires:  RHONDA S.	te of Nebraska Keller
My Comm. Exp. J	uly 5, 2003
	<del></del>