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2001-10-23 11:09:08

Cook County Recorder 31.50



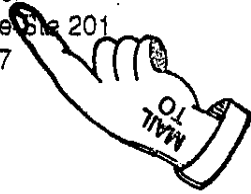
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Prepared By: National City Mortgage Co.
Anthony Collins/Risk Management
Building 2
3232 Newmark Drive
Miamisburg OH 45342
NCM # 8642006

FHA Case No.

131-8827814-731

**MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)**

This Loan Modification Agreement ("Agreement") is made this 27th day of August (month), 2001, between

Valerie M. Proffit
("Borrower") and

National City Mortgage Co.
("Lender), amends and

supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), by National City Mortgage Co. dba Commonwealth United Mortgage Company dated September 12, 1997 and recorded October 27, 1997 as Instrument # 97798742, of the Official Records of Cook County, Illinois
(name of records) (County and State, or other Jurisdiction)

and (2) the Note bearing 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

85 Marble Hill Ct. #B2
Schaumburg, Illinois 60193
(property address)

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The real property described being set forth as follows:

SEE ATTACHED EXHIBIT "A"
(Legal Description)

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 1, 2001, the amount payable under the Note and the Security Instrument (the "unpaid Principal Balance") is U.S. \$108,568.36, 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 8.500%, from September 1, 2001 (date). The Borrower promises to make monthly payments of principal and interest of U.S. \$862.37 beginning on the day of (date), and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on November 1, 2027 (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 (Lender's address)

3232 Newmark Drive
Miamisburg, Ohio 45342

or at such other place as the Lender may require.

3. The Borrower represents that the Borrower Uma is, _____ is not, the occupant of the Property.
4. 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) Instrument (if any) providing for, implementing, 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, 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.

EXHIBIT "A"

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

UNIT NO. 1-7-26-L-B-2 TOGETHER WITH A PERPETUAL AND EXCLUSIVE EASEMENT IN AND TO GARAGE UNIT G1-7-26-L-B-2, AS DELINEATED IN A PLAT OF SURVEY OF A PARCEL OF LAND BEING A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 22, AND PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (HEREINAFTER REFERRED TO AS "DEVELOPMENT PARCEL") WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 1977, AND KNOWN AS TRUST NUMBER 22502, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, MARCH 30, 1978 AS DOCUMENT NO. 24383272, TOGETHER WITH A PERCENTAGE OF COMMON ELEMENTS APPURTENANT TO SAID UNITS AS SET FORTH IN SAID DECLARATION AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION, AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS WHICH PERCENTAGES SHALL

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EXHIBIT "A"

**AUTOMATICALLY BE DEEMED TO BE CONVEYED
EFFECTIVE ON THE RECORDING OF SUCH AMENDED
DECLARATIONS AS THOUGH CONVEYED HEREBY.**

Property of Cook County Clerk's Office

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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 Agreement.

Valerie M. Proffit
Valerie M. Proffit

Lorid A. Werner
Witness

(Space Below This Line For Acknowledgement)

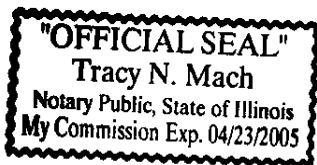
STATE OF ILLINOIS:
County of:

I, TRACY N. MACH, a Notary Public in and for said county and state do hereby certify that Valerie M. Proffit subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (he/she/they) signed and delivered the said instrument as (his/her their) free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29 day of Aug. 2001 same to be recorded as such.

Tracy N. Mach
Notary Public

My Commission Expires:



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(Seal)

National City Mortgage

By: Jonathon W Meade
Jonathon W Meade
Its: Assistant Vice President

Casey Shoemaker
Lender's Witness

[Signature]
Lender's Witness

(Space Below This Line For Corporate Acknowledgement)

STATE OF: OHIO

COUNTY OF: MONTGOMERY



U08304407-010R06

MODIFIC AGREEMEN

REF# 20087890

JS Recordings

BEFORE ME, the undersigned authority, on this day personally appeared Jonathon W Meade, the Assistant Vice President of National City Mortgage, 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 5 day of Sept, 2001.

Cindy E Dooley
Notary Public (SEAL)
Printed Name:

My Commission Expires:

June 5, 2002



CINDY E. DOOLEY, Notary Public
In and for the State of Ohio
My Commission Expires June 5, 2002

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