

UNOFFICIAL COPY

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6799/0042 83 003 Page 1 of 5  
2001-10-25 11:59:12  
Cook County Recorder 29.50

COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
MARKHAM OFFICE



0010996446

When Recorded Return To: 696262  
First American Title Insurance Co.  
3 First American Way  
Santa Ana, CA 92707  
Attn: Loan Modification Dept.

[Please Print Name Above This Line For Recording Data]  
Loan No.: 1334489

LOAN MODIFICATION AGREEMENT  
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), effective this 1st day of August, 2001,  
between Mildred E. Willis, an unmarried woman and Portrice Gunn, an unmarried woman

("Borrower")

and HSBC Mortgage Corporation (USA) fka Marine Midland Mortgage Corporation as  
successor by merger and acquisition to First Federal of Rochester

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security  
Instrument"), dated March 24, 1994 and recorded in Book/Liber N/A, Page N/A,  
Instrument No. 94271575, of the Official Records of Cook County, Illinois,  
[Name of Records] [County and State, or other Jurisdiction] and (2) the Note in the  
original principal sum of U.S. \$ 118,450.00, 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 236 North LeClaire Avenue, Chicago, Illinois 60644.

[Property Address]

Initials MW Initials MG Initials PS Initials PS

Loan No.: 1334489

the real property described being set forth as follows:

SITUATED IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS:

LOT 1 (EXCEPT THE SOUTH 4 FEET) IN THE RESUBDIVISION OF LOTS 1 TO 48 BOTH INCLUSIVE IN BLOCK 3 IN DERBY'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 16-09-407-015

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 1st, 2001, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$113,894.51, 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 7.250%, from August 1st, 2001. The Borrower promises to make monthly payments of principal and interest of U.S. \$776.96, beginning on the 1st day of September, 2001, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on August 1, 2031, (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 HSBC Mortgage Corporation, 2929 Walden Avenue, Depew, New York 14043 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 Borrower 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 this Security Instrument.

If the Lender exercises 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 specified date in Paragraph No. 1 above.

(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and

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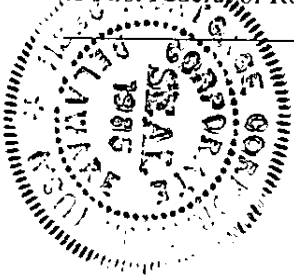
Loan No.: 1334489

(b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partly 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 Agreement.

HSBC Mortgage Corporation (USA) fka  
Marine Midland Mortgage Corporation  
as successor by merger and acquisition  
to First Federal of Rochester

Lender:



Mildred Ellen Willis (Seal)  
Mildred E. Willis Borrower

Portrice Gunn (Seal)  
Portrice Gunn Borrower

\_\_\_\_ (Seal)  
Borrower

By: Michael W. Emer  
Michael W. Emer #8703

\_\_\_\_ (Seal)  
Borrower

Its: ASSISTANT VICE PRESIDENT

(Corporate Seal)

[See Attached Acknowledgment(s)]

BORROWER ACKNOWLEDGMENT

State of )  
County of )

The foregoing instrument was acknowledged before me [date], by Mildred E. Willis and Portrice Gunn 4th Sep 2003

[name of person acknowledged].



Willie Mae Armstrong

Notary Public, State of Ill

My Commission Expires: Nov. 3-2003

LENDER ACKNOWLEDGMENT

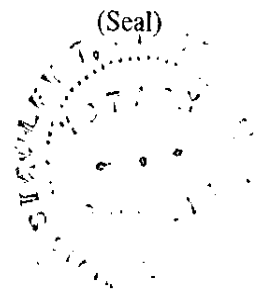
State of NY )  
County of ERIE )

The foregoing instrument was acknowledged before me this September 7 2001 [date], by MICHAEL W. EMER, ASSISTANT VICE PRESIDENT [name of officer or agent, title of officer or agent] of HSBC Mortgage Corporation (USA) fka Marine Midland Mortgage Corporation as successor by merger and acquisition to First Federal of Rochester, on behalf of said entity.

Stanley T. Strobeck, Jr.

Notary Public, State of NEW YORK

My Commission Expires: STANLEY T. STROBECK, JR. No. 01ST9222615 Notary Public, State of New York Qualified in Erie County My Commission Expires Nov. 30, 2002



ACKNOWLEDGMENT (MULTISTATE)

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001099844# of 5

Title Order No. : 676560  
Servicer Loan No. : 20023371

## STATEMENT OF PREPARATION

This LOAN MODIFICATION AGREEMENT document was prepared by:

MORTGAGE SOURCE VENTURES  
Company Name

210 E REDWOOD ST SUITE 200  
BALTIMORE, MD 21202  
Company Address

[Signature]  
Signature  
SO ANNA BYRANT  
Printed Name  
9-17-01  
Date

Property of Cook County Clerk's Office