

Safebuard Properties Title Dept. 650 Safebuard Plaza Brooklyn H15, OH. 44/3



0011162379

9474/0088 48 001 Page 1 of 5 2001-12-10 13:02:22 Cook County Recorder 29.50



-----(Space Above Line For Recording)------

Litton Loan No. 8068892 Investor Loan No.

## LOAN MODIFICATION OF MORTGAGE AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 12th day of March, 2001, between,

Dionne P. Appling, now known as Dionne P. Linton, Marrier to Allen Linton, ("Borrower") and Credit

Based Asset Servicing & Securitization, LLC ("Lender"), amends and supplements (1) the Mortgage, Deed of

Trust or Deed to Secure Debt ("the Security Instrument") dated, Ser tember 17, 1998, and recorded as

Document Number 98883463 of the Official Records of Cook County Illinois, (2) the Note bearing the
same date as, and secured by, the Security Instrument, which covers the rae' and personal property

described in the Security Instrument and defined therein as the "Property" located at

## 637 EAST 194<sup>TH</sup> STREET GLENWOOD, ILLINOIS 60425

(Property Address)

The real property described being set forth as follows:

## See Legal Description Attached Hereto and Made A Part Hereof By Reference

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):

- As of <u>February 1, 2001</u>, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. <u>\$49,499.17</u>, 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 at the annual interest rate(which will change if applicable) and pay monthly payments of principal and interest in U.S. dollars("P&I") in accordance with the following schedule.

BATCH \_\_\_\_of\_\_\_ 5-7 5-5 5-7 111 Property of Cook County Clerk's Office



INTEREST CHANGE	INTEREST RATE	PAYMENT DUE DATE	MONTHLY P&I
DATE			PAYMENT
02/01/2001	<u>9.000</u> %	03/01/2001	<b>\$5</b> 02.05
	%		\$
	%		\$
	%		\$

MONTHLY 'AYMENTS WILL REMAIN FIXED AT 9.000% FROM 03/01/2001 FOR THE REMAINING TERM OF THE LOAN

If on February 1, 2016 ("Maturity Date"), the Borrower still owes amounts under the Note and 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:

5373 West Alabama, Suite 600 Houston, Texas 77056

or at such other places 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 rotal natural person) without the Lender's prior written consent, the Lender may, at its option, require payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrow of notice of acceleration. This 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 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
  - (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 items 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.

Property of Cook County Clark's Office

9-4-200/ Date	N DN James
Date	Diogne P. Linton TRACY PATTERSON
10 11 0	Notary Public, State of Winste
4-4-200	My Commission Expires Jan. 21, 2003 (Seal)
Pate	Allen Linton
90	Executing said Modification Agreement For The Sole Purpose of Waiving His Homestead Rights
STATE OF	<u> </u>
COUNTY OF COOK	
0	
0/11/2	2/ 1).
on Hope 1 4, 2001	before ne IRAN PATTERSO W
P Date personally appeared Allen Linton and Dionne	Notary
,	40*
Personally known to me	C
-OR-	
-UK-	4
	actory evidence to be the person(s) whos a name(s) is/are
	wledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) a	cted, executed the instrument.
	( want / attersor )
	Signature of Notary Public
	My Commission Expires: Jan 4, 200 3
	- /

Document Preparation: Fannie Mae Multi-state Instrument



Standard Loan Modification Agreement Form 3179

After Recording Return To: Safeguard Properties, Incorporated

	0 110
	Credit Based Asset Servicing & Securitization, LLC
8-11-01 Date	Print Name: EDWARD C. HILL Title: VICE PRES IDENT
STATE OF TEXAS COUNTY OF HARRIS	<del>,</del>
COUNTY OF HARRIS	
,	
	0,
	46
On 8-17- 01 bef	ore me BRENDA J. RODGERS
Date	O ACYLINOUTY
personally appeared FD WARD	C. Hill NOLITY
	Signer(s)
	4
Personally known to me	'5
•	$O_{\mathcal{E}}$
-OR-	175
Proved to me on the basis of satisfactory	evidence to be the person(s) whose name(s) is/c.e
subscribed to the within instrument and acknowledg	ed to me that he/she/they executed the same in s/her/their signature(s) on the instrument the person(s), or
•	Joneson Jakadhers
	Signature of Notary Public ()

My Commission Expires:

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Property of Cook County Clerk's Office

BRENDA J. RODOERS
Nutury Public State of Techs
Conviniation Expires
August 2, 2004



11-11 - 2016 B

650 Safeguard Plaza Brooklyn Heights, Ohio 44131 Attention: Mr. Eric S. Solowitch

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## LEGAL DESCRIPTION

Unit 637 and G5 as delirerated on survey of the following described parcel of real estate (hereinafter referred to as "Parcel"), Cutlot 'A' in Brookwood Point No. 4 (being a subdivision of part of the northwest ¼ of Section 11, Township 35 North, Range 14, East of the Third Principal Meridian), in Cook County, also; that part of Outlet'3' in Brookwood Point No. 4, a subdivision aforesaid. bounded and described as follows: Beginning at the most northerly corner of said Outlot 'B' thence South 62 Degrees 30' 00" East on the Northerly line of said Outlot 'B' a distance of 274.00 feet thence South 27 Degrees 30' 00" West of a line 215.59 feet northwesterly of and parallel with the easterly line of Outlot 'B' a distance of 95.00 feet thence North 62 Degrees 30' 00' West on a line 95.00 feet southerly of and parallel with the northerly line of said Outlot 'B' a distance of 107.00 feet; thence South 20 Degrees 58' 05" West on a line perpendicular to the southerly line of said Outlot 'B' a distance of 151.80 feet to a point on the southerly ling of Outlot 'B' aforesaid (said line also being the northerly right of way line of Glenwood-Dyer Road as ne retofore dedicated by Document Number 10123550), thence North 63 Degrees 01' 55" West on the last described line a distance of 94.57 feet to the southwest corner of said Outlot 'B' thence (the following two courses being on the westerly line of said Outlot 'B') North 00 Degrees 00' 00" East a d stance of 195.46 feet; thence North 27 Degrees 20' 00" East a distance of 82.30 feet to the point of beginning, all in Cook County. Illinois, which survey is attached as Exhibit "A" to the Declaration of Conductinium Ownership made by South Holland Trust and Savings Bank, as Trustee under Trust Agreement dated the 10th day of April, 1973 and known as Trust No. 2081, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on the 8th day of November, 1973, as Document Number 22539893 to gether with an undivided 2.6455 interest and an undivided .2097 interest respectively, in said Farcest/excepting from said Parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and Survey), in Cook County, Illinois, together with all rights and ease nexts appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration.

Tax ID#: 32-11-108-029-1013 Tax ID#: 32-11-108-029-1041 Oeth Or County Clerk's Office