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2002-06-14 11:28:57
Cook County Recorder 43.50

Instrument prepared by:

Rebecca Miller

Rebecca Miller

US Bank Home Mortgage Corporation
4801 Frederica Street
Owensboro, KY 42301

US Bank Loan Number 6003054893



LOAN MODIFICATION AGREEMENT

**THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE**

Return to:

**US Recordings, Inc. THE SECURITY INSTRUMENT IS RECORDED
2925 Country Drive Ste 201
St. Paul, MN 55117**

10832226

30th

This Loan Modification Agreement ("Modification") effective the *30th* day of April, 2002, Between Jamie Alaniz and Rosa A. Alaniz, husband and wife "Borrower(s)", and US BANK (Lender) amends and supplements (1) the Note ("Note") made by the borrower(s), dated May 25, 2000 in the principal sum of U. S. \$124,000.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt ("Security Instrument") recorded on June 19, 2000 as Instrument No. 00451232 in the Land Records of Cook County, State of Illinois. 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"), located at 3332 South Hamilton, Chicago, Illinois 60608, the real property being described as follows:

Lot 14 in H.F. White's Sub division of the North two-thirds of Block 14 in Samuel J. Walker's Subdivision of that part South of the Illinois and Michigan Canal of the Northwest quarter of Section 31, Township 39 North, Range 14, East of the Third Principal Meridian, and that part South of the Canal of the East half of the Northeast quarter of Section 36, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
PIN 17-31-113-038

The borrowers have requested that the Lender modify the terms of the Note and Security Instrument, and the Lender has agreed pursuant to the terms and conditions herein. In consideration of the agreement herein, and other good and valuable consideration, the Borrower and Lender hereby agree to modify the terms of the Note and Security Instrument as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower represents that the Borrower is is not the occupant of the property.
2. The Borrower acknowledges that 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 Security Instrument, and that such costs and expenses, together with unpaid accrued interest, in the total amount of \$14,523.84 have been added to the indebtedness under the terms of the Note and Security Instrument, and that as of April 1, 2002, 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. \$137,891.72.
3. 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 a yearly rate of 6.500%, beginning April 1, 2002. The Borrower promises to make monthly payments of principal and interest of U.S. \$681.42 beginning on the 1st day of May, 2002, and continuing thereafter on the same day each succeeding month until principal and interest are paid in full. If on April 1, 2031 (the "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 Maturity Date. The Borrower will make such payments at 4801 Frederica Street, Owensboro, KY 42301 or at such other place as the Lender may require.
4. Except as otherwise modified herein, the Borrower will comply with all other 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.
5. 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.

Return to:
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St. Paul, MN 55117

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[To be signed by all borrowers, endorser, guarantors, sureties, and other parties signing the Note or Security Instrument]

US BANCORP (Seal)
Lender

By: [Signature]
Gregg W. Speer, Vice President

[Signature]
Jimmie Alaniz
[Signature]
Rosa A. Alaniz

TWO WITNESS SIGNATURES REQUIRED (print witness name under signature line)

[Signature]
Witness for Borrowers

[Signature]
Witness for Borrowers



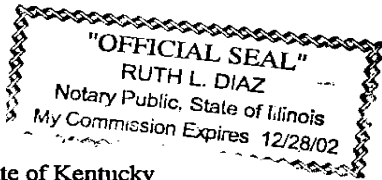
U10832226-010R02
LOAN MODIF AGREE
REF# 20154319
US Recordings

Space Below This Line For Acknowledgements

State of ILLINOIS
County of COOK

On the 30 day of April, 2002, before me, the undersigned, personally appeared Jimmie Alaniz and Rosa A. Alaniz, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities and that by their signatures on the instrument, the individuals executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID.
MY COMMISSION EXPIRES: _____



[Signature]
Notary Signature
Ruth L Diaz
Name (Typed or Printed)

State of Kentucky
County of Daviess

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared Gregg W. Speer, to me known to be a Vice President of US Bancorp, who executed the foregoing instrument and acknowledged before me that Gregg W. Speer executed the same for the purpose therein expressed.

Witness my hand and official seal in the county and state aforesaid this 22 day of May, 2002.

My Commission Expires 12-4-04

Maggan Gross, Notary Public
State at Large, Kentucky
My Commission Expires 12/4/2004

[Signature]
Notary Public
Maggan Gross
Name (Typed or Printed)

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