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Cook County Recorder .51.50



LOAN MODIFICATION AGREEMENT

BORROWERS: CEAZAR B. BUENA AND ELIZABETH F. BUENA

PROPERTY: 4853 N MULLIGAN, CHICAGO, ILLINOIS 60630

THIS PAGE IS ADDED TO PROVIDE AMPLE SPACE FOR THE RECORDING INFORMATION AND MICROFILMING OF THIS DOCUMENT.

PIERCE & ASSOCIATES, P.C.
18 South Michigan Avenue
Suite 1200
Chicago, Illinois 60603
#312/346-9088

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CMMC #1507853444

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

This Loan Modification Agreement ("Agreement"), made effective the 30th day of November, 2001 between Ceazar B. Buena and Elizabeth F. Buena, his wife ("Borrower") and Chase Manhattan Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") to World Wide Financial Services, Inc., dated May 19, 1999, recorded June 9, 1999, as Instrument No. 99551727; and subsequently assigned to Chase Manhattan Mortgage Corporation, by assignment recorded July 22, 1999, as Instrument No. 99698940, County of Cook, State of Illinois (2) the Note bearing the same date as, and secured by, the Security Instrument ("Note"), (collectively, the "Loan Documents"), which cover the real and personal property described in the Security Instrument and defined therein as the "Property", located at 4853 Mulligan Lane, Chicago, Illinois 60630, with the original principal balance of U.S. \$212,168.00, the real property described being set forth as follows:

Lot 19, except the South 9-1/2 feet, and the South 16-1/2 feet of Lot 19 in Meyer's and Worthington's Narragansett Avenue subdivision of the North 5 acres of the South 10 acres of the West 20 acres of the Southwest 1/4 of the Southwest 1/4 of Section 8 Township 40 north, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Loan Documents):

1. As of December 1, 2001, the amount payable under the Loan Documents is U.S. \$215,241.36 (the "Unpaid Principal Balance") consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Maturity Date of the above referenced Note has been amended from June 1, 2029, to December 1, 2031 ("Maturity Date").
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 yearly rates as specified below:
 - (a) The rate of 8.0% for the payments due from January 1, 2002 through and including December 1, 2031.
4. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. The Borrower promises to make monthly payments of principal and interest as specified below:
 - (a) Monthly payments of \$1,579.36 for the payments due from January 1, 2002 through and including December 1, 2031. If on the Maturity Date the Borrower still owes amounts under the Loan Documents as amended by this Agreement, the Borrower will pay such amounts in full on the Maturity Date.

The Borrower will make such payments at P.O. Box 78109 Phoenix, AZ 85062-8109, or at such other place as the Lender may require.

5. 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 the Loan Documents. 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 the Loan Documents. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on the Borrower.

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6. The Borrower also will comply with all other covenants, agreements, and requirements of the Loan Documents, 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 Loan Documents; 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 Loan Documents (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 affected to, wholly or partially incorporated into, or is part of, the Loan Documents and that contains any such terms and provisions as those referred to in (a) above.
7. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Loan Documents. Except as otherwise specifically provided in this Agreement, the Loan Documents 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.

Tackie Green
 Signature Witness 1
 Printed Name Tackie Green

Cezar B. Buena
 Cezar B. Buena

Brian Medvich
 Signature Witness 2
 Printed Name Brian Medvich

Elizabeth F. Buena
 Elizabeth F. Buena

Tackie Green
 Signature Witness 1
 Printed Name Tackie Green

Brian Medvich
 Signature Witness 2
 Printed Name Brian Medvich

Chase Manhattan Mortgage Corporation

Denise M. Favours
 Signature Witness 1
 Printed Name Denise M. Favours

Lyn R. Pitzer
 Lyn R. Pitzer
 Assistant Vice President

Jonathan Owen
 Signature Witness
 Printed Name Jonathan Owen

{Space Below This Line for Acknowledgments}

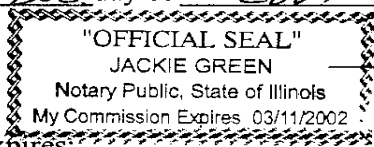
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STATE OF Illinois
COUNTY OF Cook

Before me, a Notary Public, in and for said County, personally appeared the above named Ceazar B. Buena, who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at 340, this Dec day of 2001.



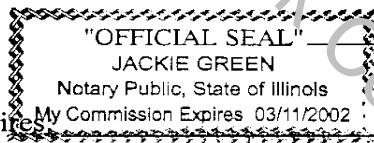
Jackie Green
Notary Public

My commission expires: _____

STATE OF Illinois
COUNTY OF Cook

Before me, a Notary Public, in and for said County, personally appeared the above named Elizabeth F. Buena, who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at 444, this JAN day of 2002.



Jackie Green
Notary Public

My commission expires: _____

STATE OF OHIO
COUNTY OF FRANKLIN

Before me, a Notary Public, in and for said County, personally appeared Lyn R. Fitzer, to me known and known to be the person who, as Assistant Vice President of Chase Manhattan Mortgage Corporation, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that said person did so sign said instrument in the name and behalf of said corporation as such officer; that the same is that person's free act and deed as such officer, and the free and corporate act and deed of said corporation; that said person was duly authorized thereunto by its Board of Directors.

In Testimony Whereof, I have hereunto subscribed my name, and affixed my official seal, at Worthington Ohio, this 16th day of May, 2002.



BRUCE M. DRAUDT
Notary Public
In and for the State of Ohio
My Commission Expires
12-12-04

Bruce M. Draudt
Notary Public

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