

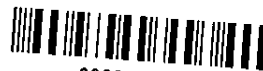
UNOFFICIAL COPY

0020626277

4/20/02 51 001 Page 1 of 7

2002-06-04 15:43:07

Cook County Recorder 33.50



0020626277

After Recording Return To:

When Recorded Return To:

First American Title Insurance Co.

3 First American Way

Santa Ana, CA 92707

Attn: Loan Modification Dept.

Prepared By:

RUTH RUHL, P.C.

2305 Ridge Road, Suite 106

Rockwall, TX 75087

937037

Freddie Mac Loan No.: 994396449

Loan No.: 5721184338

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
THE SECURITY INSTRUMENT IS RECORDED.

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective March 1st, 2002, between Martha Garcia and Pedro Garcia

Chase Mortgage Company West fka Mellon Mortgage Company ("Borrower/Grantor") and

and amends and supplements (1) the Note (the "Note") made by the Borrower, dated June 19, 1998, in the original principal sum of U.S. \$ 131,200.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on July 2, 1998, in Book/Liber N/A, Page N/A, Instrument No. 98570194, Official Records of Cook County, 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"), which is located at 3046 North Kedzie Avenue, Chicago, Illinois 60618

Initials UG Initials UG Initials PR Initials PR

433.50

Freddie Mac Loan No.: 994396449

Loan No.: 5721184338

That real property is described as follows:

THE LAND REFERRED TO IS SITUATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO, AND DESCRIBED AS FOLLOWS:

LOT 5 IN BLOCK 16 IN AVONDALE, BEING PHILPOT'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, AND LOTS 1, 2, 5 AND 6 OF BRAND'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 26, ALL IN TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A. P. NO. 13-26-213-024

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower is, is not, the occupant of the Property.

2. The Borrower acknowledges that interest has accrued but has not been paid and 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 the Security Instrument, and that such interest, costs and expenses, in the total amount of \$ 10,602.92 , have been added to the indebtedness under the terms of the Note and Security Instrument. As of March 1st, 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. \$ 136,946.23

3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.500 % , beginning March 1st, 2002 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 987.96 , beginning on the 1st day of April, 2002 and continuing thereafter on the same day of each succeeding month. If on February 1, 2029 , (the "Modified 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 Modified Maturity Date.

The Borrower will make such payments at Chase Manhattan Mortgage, 3415 Vision Drive, Columbus, Ohio 43219 or at such place as the Lender may require.

Initials MF Initials MF Initials RA Initials RA

Freddie Mac Loan No.: 994396449

Loan No.: 5721184338

4. If at any time the Borrower is in default, the Lender may, by providing a written notice to the Borrower, notify the Borrower that the Borrower is in default and that the interest which will be charged on the Unpaid Principal Balance may be increased to a yearly rate of 7.500 % beginning on an effective date stated in the notice. That date will be at least 30 days after the date on which the notice is delivered or mailed to the Borrower. If the Borrower defaults, the Lender may, at its election, require the Borrower to pay immediately the Unpaid Principal Balance that remains unpaid at that time, all interest that has accrued but not been paid, and any other sums that are evidenced and secured by the Note and Security Instrument. If the Lender does not require that such payment be made immediately, the Borrower shall pay an increased monthly payment that will be based upon the interest rate stated in this Paragraph 4 instead of the interest rate stated in Paragraph 3. The Borrower acknowledges that the increased rate of interest will only be charged if the Borrower does not meet its obligations under the Note and Security Instrument, as modified by this Modification.

5. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and 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.

6. 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.

7. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification. [Check applicable box(es)]

1-4 Family Rider - Assignment of Rents

Modification Due on Transfer Rider

Initials MG Initials MG Initials AM Initials AB

UNOFFICIAL COPY

0030626277

Freddie Mac Loan No.: 994396449
Loan No.: 5721184338

[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

3/1/02
Date
M. Garcia / Martha Garcia (Seal)
Martha Garcia -Borrower

3/1/02
Date
Pedro Garcia (Seal)
Pedro Garcia -Borrower

Date (Seal)

-Borrower

Date (Seal)

-Borrower

March 8th, 2002
Date
Chase Mortgage Company West fka Mellon
Mortgage Company -Lender

By: [Signature]
LYN R. FITZGER
Its: ASSISTANT VICE PRESIDENT



(Corporate Seal)

[See Attached Acknowledgment(s)]

BORROWER ACKNOWLEDGMENT

State of Illinois §
County of Cook McHenry §

On this 1st day of March, 2002, before me, [name of notary], a Notary Public in and for said state, personally appeared Martha Garcia and Pedro Garcia

[name of person acknowledged], known to me to be the person who executed the within instrument, and acknowledged to me that he/she/they executed the same for the purpose therein stated.



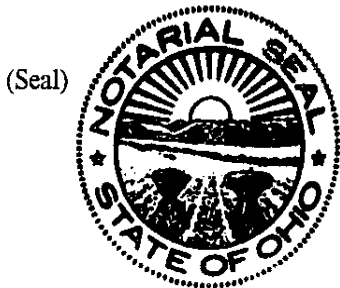
Valerie Jordan
Notary Public, State of Illinois
My Commission Expires: 10-05-04

LENDER ACKNOWLEDGMENT

State of OHIO §
County of FRANKLIN §

On this 8th day of March, 2002, before me, [name of notary], a Notary Public in and for said state, personally appeared LYN R. FITZER, ASSISTANT VICE PRESIDENT of Chase Mortgage Company West fka Mellon Mortgage Company

[name of officer or agent, title of officer or agent] of [name of entity] known to me to be the person who executed the within instrument on behalf of said entity, and acknowledged to me that he/she/they executed the same for the purpose therein stated.



BRUCE M. DRAUDT
Notary Public
In and for the State of Ohio
My Commission Expires 12-12-04
Bruce M Draudt
BRUCE M. DRAUDT
Notary Public, State of OHIO
My Commission Expires:

Loan No.: 5721184338

MODIFICATION DUE ON TRANSFER RIDER

THIS MODIFICATION DUE ON TRANSFER RIDER, effective the 1st day of March, 2002 is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Martha Garcia and Pedro Garcia

(the "Borrower")

and Chase Mortgage Company West fka Mellon Mortgage Company

(the "Lender")

covering the Property described in the Loan Modification Agreement located at: 3046 North Kedzie Avenue, Chicago, Illinois 60618

{Property Address}

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, as its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

Initials MG Initials PG Initials CM Initials CS

Loan No.: 5721184338

B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

3/1/02
Date

M. Garcia / Martha Garcia (Seal)
Martha Garcia -Borrower

3/1/02
Date

Pedro Garcia (Seal)
Pedro Garcia -Borrower

Date

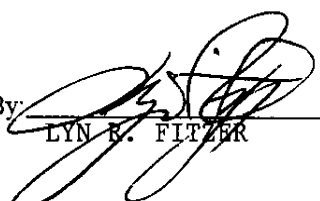
(Seal)
-Borrower

Date

(Seal)
-Borrower

Chase Mortgage Company West fka Mellon (Seal)
Mortgage Company -Lender

March 8th, 2002
Date

By: 
LYN R. FITZER
Its: ASSISTANT VICE PRESIDENT