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9574/070 5 001 Page 1 of 5  
2002-07-24 10:53:52  
Cook County Recorder 55.50

Recording Requested by  
First Horizon Home Loans



AND WHEN RECORDED MAIL TO:



MSV  
210 E. Redwood Street # 200  
Baltimore MD 21202

Space Above for Recorder's Use

Attention: **Loss Mitigations Dept.**

FH Loan: 0016134710 - GERALD JOHNSON

TAX ID # 31172100110000

MSV # 200000543

**LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement (the "Agreement"), made this 1st day of February, 2001 between **GERALD JOHNSON & ROSIE JOHNSON** (the "Borrower[s]") and First Horizon Home Loans amends and supplements that certain [Mortgage/Deed of Trust] (the "Security Instrument") dated 08/12/98 and recorded in the Book, Volume or (Liber) Document 98751185, at page (s), of the Official Records of the Cook County, Illinois and covers the real property specifically described in the Security Instrument and defined therein as the "Property", located at 59 Huntingwood Road, **MATTESON**, IL 60443 as follows:

The following described real estate in **Cook** County, in the State of **Illinois**

See Legal Description Attached

In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

The fifth [and sixth] sentence[s] of the first paragraph of the Security Instrument is[are] hereby amended to read in its[their] entirety as follows:

"Borrower owes Lender the principal sum of:  
One hundred Nineteen Thousand Nine Hundred Three Dollars and Eleven Cents  
(U.S. \$ 119,903.11 ). This debt is evidenced by Borrower's note dated the same date as the Security Instrument, as amended and restated as of the date herewith ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on February 1, 2031.

The Borrower[s] shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument. Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrower[s] and First Horizon Home Loans shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall remain in full force and effect and shall continue to be a first lien on the above-described property. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

Handwritten initials: GP, PS, LS, M, JK

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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.

- 1 - 4 Family Rider - Assignment of Rents
- Modification Due on Transfer Rider

SIGNED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ BY  
BORROWERS:

Gerald Johnson  
GERALD JOHNSON

Rosie Johnson  
ROSIE JOHNSON

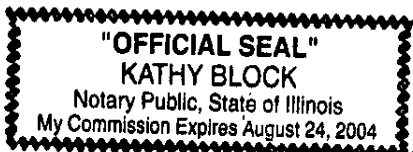
(ALL SIGNATURES MUST BE ACKNOWLEDGED)

State of ILLINOIS COOK County, On this 12 day of Feb., 2001,  
before me the undersigned, a Notary Public in and for said Commonwealth, personally appeared

Gerald Johnson and Rosie I. Johnson  
known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
subscribed to the foregoing instrument and acknowledged that they  
executed the same.

Witness my hand and official seal.

Signature Kathy Block  
Kathy Block  
Name (typed or printed)



My commission expires: Aug 24, 04

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FIRST HORIZON HOME LOANS

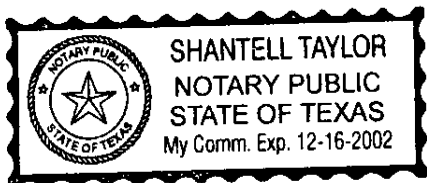
SIGNED THIS DATE: 2/20/2001

BY: Justin Pollack  
Cody Farris  
Vice President

State of Texas, Dallas County, On this 20th Day of FEBRUARY, 2001, before me the  
undersigned, a Notary Public in and for said State, personally appeared Justin Pollack, Vice President for First  
Horizon Home Loans, known to me, or proved to me on the basis of satisfactory evidence to be the person  
whose name subscribed to the foregoing instrument and acknowledged that she executed the same.

Witness my hand and official seal.

Signature Shantell Taylor  
SHANTELL TAYLOR  
Name (typed or printed)



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FIRST AMERICAN TITLE INSURANCE COMPANY  
30 North La Salle, Suite 300, Chicago, IL 60602

ALTA Commitment  
Schedule C

File No.: CM9708235

LEGAL DESCRIPTION:

LOT 234 IN WOODGATE GREEN UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 17, AND PART OF THE NORTHWEST 1/4 OF SECTION 16, ALL IN TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1972 AS DOCUMENT NO. 22063598.

Tax ID# 31102100110000

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## MODIFICATION DUE ON TRANSFER RIDER

Loan No.: 0016134710

THIS MODIFICATION DUE ON TRANSFER RIDER, effective the 1st Day of February, 2001 is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by GERALD JOHNSON & ROSIE JOHNSON (the "Borrower") and First Horizon Home Loans (the "Lender") covering the Property described in the Loan Modification Agreement located at:  
59 Huntingwood Road  
MATTESON, IL 60443

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. This 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 remedies permitted by the Security Instrument without further notice or demand on Borrower.

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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.

2-12-01 \_\_\_\_\_ (Seal)  
Date GERALD JOHNSON Borrower

2-12-01 \_\_\_\_\_ (Seal)  
Date ROSIE JOHNSON Borrower

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

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

2/20/2001 \_\_\_\_\_  
Date

First Horizon Home Loans  
By: [Signature]

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