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Cook County Recorder

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Loan Modification Agreement

(Document Title)

ST SMT SKK

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Loan # 000-502719-5

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

#### LEGAL DESCRIPTION

JOHN P ALTGELDS 136 SUBD OF BLKS 1,2,3,4,& 7 & THE N 1/2 OF BLK 6 IN THE SUBD OF PART LYING NE OF CENTER OF LINCOLN AVE OF THE NW 1/4 OF SECT 29,TNSHP 40 N, RANGE 14

74 × 70 # /1/- 29-/-5-673-000

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):

- 1. As of June 1, 2002 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$356,154.55, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date. The existing principal balance prior to modification was \$341,186.73.
- 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 Balance at the monthly rate of 8.375%, from June 1, 2002. The Borrower promises to make monthly payments of principal and interest of U.S. \$2,707.03, beginning on the 1<sup>st</sup> day of July, 2002, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on June 1, 2032 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make payments at ABN AMRO Mortgage Group, Inc. or at such other place as the Lender may require.

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- 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 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 this Security Instrument.
  - 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 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, of 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 terms 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.

THIS DOCUMENT DRAFTED BY: KAREN S. JACKSON ABN AMRO MORTGAGE GROUP, INC. 2600 W. BIG BEAVER ROAD TROY, MI 48084

### UNOFFICIAL2000 PY

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day

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and year first above written. Witness Signature ANTONIA (Witness Please Print Name STATE OF \_ COUNTY OF ( On this the 28 day of June, 2002, before me Melissa Bolwin A NOTARY PUBLIC, the undersigned officer, personally appeared Viginia Clausen , known to me (or satisfactorily proven) to be the person(s) whose name is subscribed to the within instrument, and acknowledged that (she) (he) executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seals. Notary Public Thinks County, COOK "O' CHAL SEAL" My Commission Expires: June 3, 2003 MELISSA BOLWIN My Communistion Empire | June 3, 2003

ABN AM	RO MORTGAGE GROUP, INC.
Witness WOODIE HANDLEY  MOULA J. Doman Daws  Witness ANDREA L. BOMAN-DAVIS	By: And A. Maas  ITS: OFFICER
STATE OF MICHIGAN ) ) SS COUNTY OF CAKLAND )	
	cknowledged before me this 29TH day  . MAAS, theOFFICER n behalf of the bank.
Prepared by:  ABN AMRO Mortgage Group, Inc. 2600 West Big Beaver Road	Phyllis C. Viviano Notary Public  County, Michigan
Troy, Michigan 48084	My Corumission Expires  PHYLLIS C. VIVIANO Notary Public, Mecomb County, Michigal Acting in Oakland County My Commission Expires January 11, 200



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