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Cook County Recorder

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Chase Manhatten Mortgage Corporation 3415 Vision Drive Columbus, Ohio 43219 Prepared by Chris Sander Re: 162167159

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LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made effective the 19th day of August, 2002, between Quinton Morales JR., Quinton Morales SR., and Elba Morales ("Borrower") and Chase Manhattan Mortgage Corporation ("Lender"), amends and supplement: (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") to Chase Manhattan Mortgage Corporation, dated June 18, 2001 and recorded in DOC#00106045!1 or July 10, 2001 of the Records of Cook County, (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 46 Hyde Park Avenue, Bellwood, Illinois 60104, with the original principal balance U.S. \$116,623.00, and the principal balance before the loan modification being U.S. \$175,960.46, the real property described being set forth as follows:

See Schedule A .ttached hereto and made a part hereof

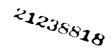
Tax I.D. No. 15-08-207-021-0000

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 August 1, 2002, the amount payable under the Loan Documents is U.S. \$122,266.63 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 not been amended from July 1, 2031.
- 3. The Borrower promises to pay the Unpaid Principal Balanc:, 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 7.5% for the payments due from September 1, 2002 through and including July 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 \$863.56 for the payments due from September 1, 2002 through and including July 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 78920, Phoenix, AZ 85062-8920, or at such other place as the Lender may require.

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- 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.
- 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) ill 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 Decuments and that contains any such terms and provisions as those referred to ir (a) above.
- 7. Nothing in this Agreement s'..!! be understood or construed to be a satisfaction or release in whole or in part of the Lan Documents. Except as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged, and the Borrower and I ender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Hartemese Beard
Witness 1 Signature
Martemese Beard

Martemese Beard Printed Name of Witness

Curtis Boyples
Witness 2 Signature

Curtis Boyden
Printed Name of Witness

Hantenese Blow Witness 1 Signature

Hartemese Beard

Curtis Boyden

Curtis Boyden

Printed Name of Witness

Quinton Morales SR.

21238818 FFICIAL ortennese. Bear Printed Name of Witness Chase Manhattan Mortgage Corporation Wendy S. Nutte Assistant Vice President Printed Name of Witness Printed Name of Witness {Space Below This Jine for Acknowledgments} STATE OF COUNTY OF _ Before me, a Notary Public, in and for said County, personally appeared the above and that the same is his/her free act and deed.

named Quinton Morales JR. who acknowledged that he/she did sign the foregoing instrument.

In Testimony Whereof, I have hereunto subscribed my name and atrixed my official scal at BELLWOOD JULINOIS, this 23 day of AUGUST ... 2002

My commission expires:

OFFICIAL SEAL MARK L. AMENTA NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 11/29/2003

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21238818 STATE OF 10010 COUNTY OF Before me, a Notary Public, in and for said County, personally appeared the above named Quinton Morales SR, 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 BELLUOD, JULIANIS, this 23/2 day of AUGUST, 2002 Notary Public My commission expires: OFFICIAL SEAL MARK L. AMENTA NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 11/29/2003 STATE OF COUNTY OF Before me, a Notary Public, in and for said County, personally appeared the above Named Elba Morales, who showledged that he/she did sign the foregoing instrument, and that the same is his/her free act and dod. In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at DELLUOUD, TLUMS, this 22 Hay of AUCUST Notary Public My commission expires: OFFICIAL SEAL MARK L. AMENTA NOTARY PUBLIC, STATE OF ILLINOIS STATE OF OHIO COUNTY OF FRANKLIN Before me, a Notary Public, in and for said County, personally appeared Wendy S. Nutter. to me known and known to the person who, as an 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 arrie 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 Columbus, Ohio, this 28th day of August . 20 BZ

My commission expires:

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

Notary Public

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Schedule A

172 (EXCEP.

THE SOUTH 16.6.

ARLES ROAD FIRST AD.

JRTH 1/2 OF SECTION 8, 1.

(ANGE 12, EAST OF THE THIRD,

MERIDIAN, IN COOK COUNTY, ILLING

P. J. N. #15-08-207-021