**UNOFFICIAL CO** 

Eugene "Gene" Moore Fee: \$36.50

Cook County Recorder of Deeds Date: 05/19/2003 10:27 AM Pg: 1 of 7

Recording Requested by & When Recorded Return To: US Recordings, Inc. 2925 Country Drive Ste 201 St. Paul, MN 55117 13471798 After Rec A Wig Return To

Prepared By: RUTH RUHL, P.C. 2305 Ridge Road, Suite 106 Rockwall, TX 75087

Freddie Mac Loan No.: 902050281

Loan No.: 5801648096

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 December 1st	t, 2002 , between
Charles W. Hanner and Michelle D. Hanner	("Borrower/Grantor") and
Chase Mortgage Company West fka Mellon Mortgage Company	( borrower/Grantor ) and
whose address is 3415 Vision Drive, Columbus, Ohio 43219	("Lender/Grantee"),
and amends and supplements (1) the Note (the "Note") made by the Borrower, dated May	14th, 1995, in the
original principal sum of U.S. \$ 102,600.00 , and (2) the Mortgage, Deed of Trust or I	Deed to Secrate Debt (the
"Security Instrument"), recorded on June 13th, 1996, in Book/Liber N/A Instrument No. 96451528, Official Records of Cook	, Page N/A , County, Illinois
The Security Instrument, which was entered into as security for the performance of the No personal property described in the Security Instrument (and defined in the Security Instrument)	ote, encumbers the real and
which is located at 1039 South Thomas, Forest Park, Illinois 60130	
That real property is described as follows:	•
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.	

Initials C. Hanitials MH Initials

MULTISTATE FREDDIE MAC LOAN MODIFICATION AGREEMENT

0313713044 Page: 2 of 7

## **UNOFFICIAL COPY**

Freddie Mac Loan No.: 902050281

Loan No.: 5801648096

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.

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 [still] 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 \$ 5,369,85

0313713044 Page: 3 of 7

# **UNOFFICIAL COPY**

Freddie Mac Loan No.: 902050281

Loan No.: 5801648096

Page 3 of 4

the covenants and agreements of each such rider shall be	the Borrower and recorded together with this Modification, incorporated into and shall amend and supplement the ider(s) were a part of this Modification. [Check applicable		
1-4 Family Rider - Assignment of Rents			
Modification Due on Transfer Rider			
[To be signed ov all Borrowers, endorsers, guarantors, su Instrument].	reties, and other parties signing the Note or Security		
12-19-02 Date	Charles W. Hanner — (Seal)  Charles W. Hanner — (Seal)		
12/18/02 Date	Michelle D. Hanner (Seal)  Michelle D. Hanner -Borrower		
4			
Date	(Seal)  -Borrower		
	4		
Date	(Seal)		
1/2/03	Chase Mortgage Comp. my West fka Mellon		
Date	Mortgage Company -Lender		
By: Werdy Shutter			
Its: ASSISTANT Vice President			
	•		
(Corporate Seal)			
[See Attached Acknowledgment(s)]			
MULTISTATE FREDDIE MAC LOAN MODIFICATION AGREE	MENT Page 3 of 4		

0313713044 Page: 4 of 7

## **UNOFFICIAL COPY**

Freddie Mac Loan No.: 902050281

Loan No.: 5801648096

#### BORROWER ACKNOWLEDGMENT

State of Illinois §	
County of Cook §	
On this 19th day of December  TEO ROZINS [name personally appeared Charles W. Hanner and Michelle I	, 2002 , before me, see of notary], a Notary Public in and for said state, D. Hanner
[name of persor. acknowledged], known to me to be the packnowledged to rue hat he/she/they executed the same to	
(Seal)"OFFICIAL SEAL" TED L. ROZMUS Notary Public, State of Illinois	TEO C ROZMUS
y Commission Expires 9/13/2003	Notary Public, State of Illinois My Commission Expires: 9(13/93
I ENDED ACEN	NO WLEDGMENT
State of Ohio § County of Franklin §	C
[name of officer or agent, title of officer or agent] of C	, Jordan, before me, ame of notary], a Notary Public in and for said state, , ASISTOUT VICE POST don't hase Mortgage Company West for Nellon Mortgage
known to me to be the person who executed the within in that he/she/they executed the same for the purpose therein	In time of entity, and acknowledged to me in stated.
BRUCE M. DRAUDT Notary Public In and for the State of Ohio My Commission Expires	Bruce M. Draudt Type or Print Name of Notary  Notary Public, State of Ohio

0313713044 Page: 5 of 7

### **UNOFFICIAL COPY**

Loan No.: 5801648096

#### **EXHIBIT "A"**

THE FOLLOWING DESCRIBED REAL ESTATE LOCATED IN COOK COUNTY, ILLINOIS, TO WIT:

LOT TWENTY (20) IN BLOCK THIRTEEN (13) IN ANSTETT AND BRAUN'S ADDITION TO HARLEM, A SUBDIVISION OF BLOCKS TWO (2), TEN (10), THIRTEEN (13) AND TWENTY (20) IN JOSEPH K. DUNLOP'S SURDIVISION OF THE WEST HALF OF THE SOUTH EAST QUARTER AND THAT PART OF THE EAST THICL OF THE EAST HALF OF THE SOUTH WEST QUARTER, LYING SOUTH EAST OF THE CENTER OF DESCLAINES AVENUE, IN SECTION THIRTEEN (13), THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Of Coot County Clarks Office

TAX I.D. NO.: 15-13-418-030-0000

0313713044 Page: 6 of 7

### **UNOFFICIAL COPY**

Loan No.: 530) 648096

### MODIFICATION DUE ON TRANSFER RIDER

THIS MODIFICATION DUF ON TRANSFER RIDER, effective the 1st day of December, 2002 is incorporated into and shall be defined to amend and supplement the Loan Modification Agreement of the same date made by Charles W. Hanner and Michelle D. Hanner

(the "Borrower")

and Chase Mortgage Company West fka Mei'on Mortgage Company

(the "Lender")

covering the Property described in the Loan Modification Agreement located at: 1039 South Thomas, Forest Park, Illinois 60130

[Property / ddr.ss]

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.

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0313713044 Page: 7 of 7

## **UNOFFICIAL COPY**

Loan No.: 5801648096

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.

12-19-02	Charles W. Daw (Seal
Date	Charles W. Hanner -Borrowe
Date 12/19/02	Michelle D. Hanner -Borrowe
<u> </u>	(Seal
Date	-Borrowe
Co	
Date	(Seal
	Civie Mortgage Company West fka Mellon (Seal Mortgage Company -Lende
	Civ e Mortgage Company West fka Mellon (Seal
	Morigage Company -Lende
	Control of the contro
	O <sub>Sc.</sub>
	<b>1</b> 0-
1/2/03	By: Wender Shutter
Date	Wendy US. Nrutter

U13471798-010R07

LOAN MODIF AGREE REF# 20250924 US Recordings Its: Abbistant Vice President