Eugene "Gene" Moore Fee: \$54.00 Cook County Recorder of Deeds Date: 06/02/2003 09:00 AM Pg: 1 of 4

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0013134945

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 20 day of January (2003, between Robert L. Voss ("Borrowe") and Charter One Bank, N.A. formerly Charter One Bank, F.S.B. ("Lerder"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated March 15, 2002 and recorded in Book or Liber Document No. 0020358796 at page(s) of the Records of Cook County and (2, the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 13045 Ravine Drive, Lamont, IL 60439

The real property rescribed being set forth as follows:

See Attached Exhibit A

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 Socurity Instrument):

- After the application of all payments due on the Note through and including February 1 2003, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") will be U.S. \$540,531.51 consisting of the unpaid amount(s) loaned to the Borrower by the Lender, including advances, if any, and any interest capitalized to date, to which Mortgagor has no defenses, offsets or counterclaims offsets or counterclaims.
- 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 yearly rate of 6.125%, from February 1, 2003. Borrower promises to make monthly payments of principal and interest of U.S. \$1,290.74% beginning on the first day of March 1, 2003, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If, on December 1, 2032 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. 2.
 - Borrower will make such payments at Charter One Mortgage, Corp., Post Office Box 2800, Richmond VA 23056-2300, Attn: Payment Processing or at such other place as Lender ray require.
- If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by the Security Instrument.
 - 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.
- 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 Borrower is obligated to make under the Security Instrument. 4.
- 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 Borrower and Lender will be bound by, and comply 5.

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BOX 333-CT

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with, all of the terms and provisions thereof, as amended by this $\mbox{\sc Agreement.}$

IN WITNESS WHEREOF, the said parties have hereunto set their hands, or caused these presents to be signed by their duly authorized officers, the day and year first above mentioned.

Signed in the presence of:

BORROWER:
Robert K Vors
Robert L. Voss
Print Witness' Name: Wang A. Ramo
Mary A. Ragusa
Print Witness' Name:
5 tever J. Soldwin
BORROWER:
0_
Print Witness' Name:
Print Witness' Name:
State of <u>fluining</u>) SS. County of <u>fluining</u>)
State of <u>flunin</u>) SS. County of <u>fluit</u>)
County of Will)
on the 38 day of personally appeared Robert L. Voss . Personally rlown to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that ne she/they executed the same in his her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the
whose name(s) is (are) subscribed to the within instrument and acknowledged to the that he she/they executed the same in his her/their capacity(is), and that
by him/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the intrument.
Remarks
Notary Public My Commission Expires: 9-38-06
Agreed to by:
Charter One Bank, N.A.
By: Yamela E Dunn Vice President OFFICIAL SEAL ROSEMARIE COSTA NOTATIVE PUBLIC - STATE OF ILLINOIS
Pamela F. Dunn, Vice President MY COMMISSION EXPIRES: 08-28-06

Loan Modification Agreement - Page 2 of 3

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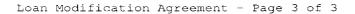
ACKNOWLEDGMENT

of Herric

Sa. D. Dance said, do certify said, said, as certify shows name is 3.33 ty aforesaid. Given un.

This instrument prepared by and after re. Charter one Mottgage Corp. Atm: Sixed Modification Specialist 10561 relegion wese discussions of the said of))SS.

State of Virginia





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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1410 007993275 UA STREET ADDRESS: 13045 RAVINE DRIVE

CITY: LEMONT COUNTY: COOK

TAX NUMBER: 22-32-203-030-0000

LEGAL DESCRIPTION:

LOT 7 IN THE RAVINES, BEING A RESUBDIVISION OF PART OF LOTS 6 AND 7 IN COUNTY ON - ADIAN, COOK COUNTY CLERK'S OFFICE CLERK'S DIVISION IN SECTION 32, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MIRIDIAN, IN COOK COUNTY, ILLINOIS.

LEGALD SA1 04/29/03