



*Doc Copy*

After signing, return to:  
National City Mortgage Co.  
Attention: Loss Mitigation Department  
3232 Newmark Drive  
Miamisburg, Ohio 45342  
Prepared by: Donna Newton

National City Loan Number: 1287818  
Freddie Mac Loan Number: 363918345

*2000398612*

THIS MODIFICATION AGREEMENT 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 June 1, 2003, between  
Doris Schmaedeke

("Borrower(s)" and  
"Lender"),

NATIONAL CITY MORTGAGE CO.

and amends and supplements (1) the Note (the "Note") made by the Borrower and  
1st Advantage Mortgage, L.L.C.

, dated

May 6, 2002 in the original principal sum of U.S. \$ 160,000.00

and (2) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), recorded on

May 16, 2002, in Book/Libra 3839

, at page(s) 0274 45 001, or Instrument Number 0020560159  
, of the Official Records of Cook County in the State of Illinois

[County and state, or other jurisdiction].

and subsequently assigned to National City Mortgage Co.

by assignment dated May 10, 2002

and recorded on May 16, 2002, in Book/Libra 3839  
, at page(s) 0275 45 001, or Instrument Number 0020560160

*11*  
*PS*

The Security Instrument, which was entered into as security for the performance of the Note, encumbers  
the real and personal property described in the Security Instrument (and defined in the Security Instrument  
as the "Property") which is located at  
81 E. Burlington Street, Riverside, Illinois 60546  
[Property Address].

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That real property is described as follows:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE PART HEREOF:

The Borrower(s) 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(s) and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower(s) and the 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(s) represents that the Borrower(s) () is, () is not, the occupant of the Property.
2. The Borrower(s) 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 U.S. \$12,307.68 have been added to the indebtedness under the terms of the Note and Security Instrument. As of June 1, 2003, the amount including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$171,949.23.
3. The Borrower(s) promise(s) to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the rate of 7.5000%, beginning June 1, 2003. The Borrower(s) promises to make monthly payment of principal and interest U.S. \$1,131.55, beginning on July 1, 2003, and continuing thereafter on the same date of each succeeding month. If on June 1, 2043, (the "Modified Maturity Date"), the Borrower(s) still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower(s) will pay these amounts in full on the Modified Maturity Date. The Borrower(s) will make such payments at **National City Mortgage Company, 3232 Newmark Drive, Miamisburg, Ohio 45342** or at such other place as the Lender may require.

Initials JS Initials \_\_\_\_\_ Initials \_\_\_\_\_ Initials \_\_\_\_\_

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4. If at any time the Borrower(s) is in default, the Lender may, by providing a written notice to the Borrower(s), notify the Borrower(s) that the Borrower(s) is/are in default and that the interest which will be charged on the Unpaid Principal Balance may be increased to a yearly rate of 7.5000% beginning on an effective date stated in the notice. That date will be at least thirty (30) days after the date on which the notice is delivered or mailed to the Borrower(s). If the Borrower(s) defaults, the Lender may, at its election, require the Borrower(s) to pay immediately the Unpaid Principal Balance that remains unpaid at that time, all interest that has accrued but not been paid, and any other sums that are evidenced and secured by the Note or Security Instrument. If the Lender does not require that such payment be made immediately, the Borrower(s) shall pay an increased monthly payment that will be based upon the interest rate stated in this Paragraph 4 instead of the interest rate stated in Paragraph 3. The Borrower(s) acknowledges that the increased rate of interest will only be charged if the Borrower(s) does not meet its obligations under Note and Security Instrument, as modified by the Modification.
5. Except to the extent that they are modified by this Modification, the Borrower(s) will comply with all of the covenants, agreements and requirements of the Note and 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(s) is/are obligated to make under the Security Instrument.
6. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note or Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower(s) and the Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
7. If one or more riders are executed by the Borrower(s) 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 part of this Modification. [Check applicable box(es)]
- ( ) 1-4 Family Rider - Assignment of Rents  
 ( X ) Modification Due on Transfer Rider

Initials NSP Initials \_\_\_\_\_ Initials \_\_\_\_\_ Initials \_\_\_\_\_

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[To be signed by all Borrower(s), endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

5/14/03 \_\_\_\_\_ (Seal)  
Date Doris Schmaedeke Borrower

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

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

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

(Two witnesses required for Borrower(s))  
(One may be the Notary)

Kerry Rogers \_\_\_\_\_  
Witness

Maureen Duff \_\_\_\_\_  
Witness

5-14-03  
Date



National City Mortgage Company  
\_\_\_\_\_  
Lender

By: Jonathon W. Meade  
Jonathon W. Meade  
Its: Assistant Vice President

Karen Banko \_\_\_\_\_  
Witness

Pat Lucas \_\_\_\_\_  
Witness

[See Attached Acknowledgments]

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## BORROWER ACKNOWLEDGMENT

State of:

County of:

Before me, a Notary Public, in and for said County, personally appeared the above named  
Doris Schmaedeke

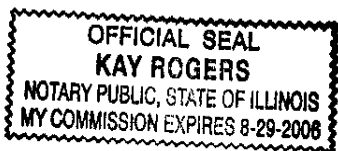
who is personally known to me or who has produced IL. DRIVERS LICENSE  
[type of identification]. Who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at  
this 14 day of May 2003 [date]

(Notary Seal is Required)

Kay Rogers (Signature)  
Notary Public, state of: Ill.

My Commission Expires: 8-29-2006



## LENDER ACKNOWLEDGMENT

State of: Ohio

County of: Montgomery

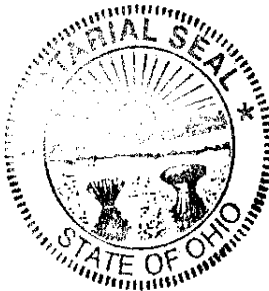
BEFORE ME, the undersigned authority, on this day personally appeared Jonathon W. Meade, the Assistant Vice President of National City Mortgage Company, known to me to be a person whose name is subscribed to the following instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed as the act and deed of said corporation/association and in the capacity therein stated.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at  
this 14 day of May, 2003 [date]

(Notary Seal is Required)

Cindy Dooley (Signature)  
Notary Public, state of: Ohio

My Commission Expires: June 5, 2007



CINDY E. DOOLEY, Notary Public  
in and for the State of Ohio  
My Commission Expires June 5, 2007

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National City Loan Number: 1287818  
 Freddie Mac Loan Number: 363918345

## MODIFICATION DUE ON TRANSFER

THIS MODIFICATION DUE ON TRANSFER RIDER, effective on June 1, 2003 is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Doris Schmaedeke

(the "Borrower(s)")  
 and National City Mortgage Company (the "Lender") covering the Property described in the Loan Modification Agreement located at:

81 E. Burlington Street, Riverside, Illinois 60546

[Property Address]

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower(s) 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(s) agrees as follows:

**Transfer of the Property of a Beneficial Interest in Borrower(s).**

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower(s) is sold or transferred and Borrower(s) is not a natural person) without Lender's prior written consent, Lender may, at 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(s) notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Borrower(s) must pay all sums secured by the Security Instrument. If Borrower(s) fail(s) 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(s).

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National City Loan Number: 1287818  
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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.

5/14/03  
Date

*Doris Schmaedeke* (Seal)  
Doris Schmaedeke Borrower

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

(Two witnesses required for Borrower(s))  
(one may be the Notary)

*Henry Rogers* Witness  
*Brian Bruff* Witness

5-14-2003  
Date

National City Mortgage Company  
\_\_\_\_\_  
Lender

By: *Jonathon W. Meade*

Its: Assistant Vice President

(No witnesses required for Lender)

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## 1-4 Family Modification Agreement Rider Assignment of Rents

National City Loan Number: 1287818  
Freddie Mac Loan Number: 363918345

THIS 1-4 FAMILY MODIFICATION AGREEMENT RIDER ASSIGNMENT OF RENTS ("1-4 Family Rider") effective June 1, 2003, is incorporated into that certain Loan Modification Agreement (the "Modification") of the same date made by Doris SchmaeJeka

(the "Borrower(s)") and is incorporated into and amends and supplements the Security Instrument executed by Borrower(s) to secure the Note. The Security Instrument covers the Property as defined and described in the Security Instrument and located at 81 E. Burlington Street, Riverside, Illinois 60546 [Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower(s) and Lender further covenant and agrees as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items are added to the Property Description, and shall constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (of the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH THE LAW.** Borrower(s) shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower(s) shall comply with all laws, ordinances, regulations and requirements of any government body applicable to the Property.



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**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower(s) shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower(s) shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5 of the Security Instrument.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 of the Security Instrument is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower(s) otherwise agree in writing, the first sentence in Uniform Covenant 6 of the Security Instrument concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 of Security Instrument shall remain in effect.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower(s) shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon all assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower(s) absolutely and unconditionally assigns and transfers to Lender all rents revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower(s) authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower(s) shall receive the Rents until (i) Lender has given Borrower(s) notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower(s): (i) all Rents received by Borrower(s) shall be held by Borrower(s) as trustee for the benefits of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower(s) agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including but not limited to, attorney' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sum secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver appointed shall be liable to account for only those rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower(s) to Lender secured by the Security Instrument pursuant to Uniform Covenant 7 of the Security Instrument.

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Borrower(s) represents and warrants that Borrower(s) has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of defaults to Borrower(s). However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrower(s) default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

**J. PRIOR ASSIGNMENT OF RENTS.** This 1-4 Family Rider supersedes the provision of any previous 1-4 Family Rider Assignment of Rents (a "Previous Assignment") executed by Borrower pertaining to the Property. If a Previous Agreement has been executed by the Borrower(s), then the assignment and lien granted in the assignment of Rents contained in Paragraph H of this 1-4 Family Rider shall relate back in time to the date and priority of any such Previous Assignment.

**K. CAPITALIZED TERMS.** Capitalized terms used in this 1-4 Family Rider shall have the meanings ascribed to them in the Modification except as otherwise specifically set forth in this 1-4 Family Rider.

BY SIGNING BELOW, Borrower(s) accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

5/14/03  
Date

[Signature] (Seal)  
Doris Schmaedcke Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Seal)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Seal)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Seal)

(Two witnesses required for Borrower(s))  
(One may be the Notary)

Kay Rogers  
Witness

Brian Howell  
Witness

May 14, 2003  
Date

National City Mortgage Company  
Lender

By: [Signature]  
Jonathon W. Meade  
Assistant Vice President

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EXHIBIT "A"

0001287818

## RIDER - LEGAL DESCRIPTION

LOT 621 IN BLOCK 1 IN THE 3RD DIVISION OF RIVERSIDE IN THE WEST 1/2 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

20580160

15-36-301-017-0000