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Eugene "Gene" Moore Fee: \$58.50 Cook County Recorder of Deeds Date: 07/18/2003 03:09 PM Pg: 1 of 5

### When Recorded Return To:

First American Title
Special Default Services Division
3355 Michelson Way, Suite 250
Irvine, CA 92612
Attn: Joanne Bui

Prepared by Adrienne Sharp

Re:1600056268

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

This Loan Modification Agreement ("Agreement"), made effective the 6th day of February, 2003, between Cynthia Redmond, and Lottie Redmond, ("Borrower") and Chase Manhattan Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") to Chase Manhattan Mortgage Corporation, dated August 25, 2600 and recorded in Book 00739401, on September 22, 2000, 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 520 North Laverne Avenue, Hillside, Illinois 30152, with the original principal balance U.S. \$156,851.00, and the principal balance before the loan modification being U.S. \$154,483.95, the real property described being set forth as follows:

See Schedule A attached hereto and made a part hereof

A.P. NO.: 15-07-416-017

In consideration of the mutual promises and agreements exchar, jed, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Coan Documents):

- 1. As of February 1, 2003, the amount payable under the Loan Documeras is U.S. \$163,600.36 consisting of the amount(s) loaned to the Borrower by the Londer and any interest capitalized to date.
- 2. The Maturity Date of the above referenced Note has not been amended from

Januly (Edd)

0319929249 Page: 2 of 5

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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, asset satisfies 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) all 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, 2 ad
  - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affected to, whelly or partially incorporated into, or is part of, the Loan Documents and that contains any such terms and provisions as those referred to in (a) above.
- 7. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Loan Documents. Except as otherwise specifically provided in this Agreement, the Loan Documents 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

Witness 1 Signature

Cynthia Redmond

0319929249 Page: 3 of 5

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Witness 1

Witness 1

Who had Coaig

Printed Name of Witness

Witness 2 Signature

Witness 2 Signature

Printed Name of Witness

Chase Manhattan Mortgage Corporation

Wendy S. Nutter

Assistant Vice President

ACKNOWLEDGEMENTS

STATE OF COUNTY OF

Before me, a Notary Public, in and for said County, personally appeared the above named Cynthia Redmond 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 bereinto subscribed my name and affined my official seal at

"OFFICIAL SEAL"
MARY JURCZYK
Notary Public. State of Illinois
My Commission Expires Dec. 14, 2004

Motary Public

0319929249 Page: 4 of 5

Notary Public

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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 name 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 <u>So</u> day of <u>Optob</u>, 2063

My commission expires:

-12-04

**BRUCE M. DRAUDT** 

Notary Public
In and for the State of Ohio
My Commission Expires
12-12-04

0319929249 Page: 5 of 5

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#### SCHEDULE A

THE FOLLOWING DESCRIBED PARCEL OF LAND:LOT 1 IN BLOCK 2 IN VENDLEY AND COMPANY'S FOURTH ADDITION TO HILLSIDE, BEING A SUBDIVISION OF BLOCK 2 IN SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4, NORTH OF THE INDIAN BOUNDARY LINE, LYING SOUTH OF THE RIGHT OF WAY OF AURORA, ELGIN AND CHICAGO RAILWAY COMPANY IN SECTION 7, ALSO PART OF THE 13.25 ACRES (SOUTH OF THE INDIAN BOUNDARY LINE) OF THE SOUTHEAST 1/4 OF SECTION 7, ALSO PART OF THE EAST 7 ACRES OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 18, LYING NORTH OF THE CENTER LINE OF BUTTERFIELD ROAD, ALL IN TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Proberty of Coot County Clert's Office