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Eugene "Gene" Moore Fee: \$32.00 Cook County Recorder of Deeds Date: 08/06/2003 03:19 PM Pg: 1 of 5

Record , leturn to.

Mortgage Sovice Ventures, Inc. 210 E. Redwood Scient #200

Baltimore, MD 21202

ORIGINAL

Cendant Mortgage Loan Number 0015797467 Fannie Mae Loan Number 1678079230

20040072

LOAN MODIFICATION AGREEMENT

Three Original Loan Modification Agreements must be executed by the Borrower One Original is to be filed with the note and one Original is to be recorded in the Land Records where the Security Instrument is recorded

This Loan Modification Agreement ("Agreement"), entered into effective as of the FIRST day in September 2002, between Nate J. Taylor and Susan M. Taylor ("Borrower(s)") and PHH Mortgage Services Corporation (Lender), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated August 16, 2001 securing the original principal sum of \$126,350.00 and recorded on 09/21/01 with the File/Instrument No. 0010882043, Book 7800, Page 0113 of the County of Cook 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 as the "Property", located at 4939 South Lacrosse Chicago, IL 60638 the real property described being set forth as follows:

LEGAL DESCRIPTION: See Attached

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 Security Instrument):

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- 1. As of the FIRST day of September 2002, the amount payable under the Note and the Security Instrument (the "Unpaid "rincipal Balance") is U.S. \$135,729.08 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- 2. The 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 7.25%, beginning on the FIRST day of September 2002. The Borrower promises to make monthly payments of principal and interest of U.S. \$934.17 beginning on the F(RST day of October 2002, and continuing thereafter on same day of each succeeding month until principal at dinterest are paid in full. If on 09/01/2031 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full or the Maturity Date.

The Borrower will make such payments at 6000 Atrium W2, 1st. Laurel, NJ 08054 or at such other place as the Lender may require.

- 3. 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 this Security Instrument.
 - 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 marked within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.
- 4. The 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 the Borrower is obligated to make under the Security Instrument; 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 Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and

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- (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
- 5. Nothing in this Agreement 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 Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and revisions thereof, as amended by this Agreement.

(Seal)

Michelle (hiswa -Witness (Must Sign I) Black Ink Only)

Withelle (hiswa -Witness Susan M.) Taylor -Borrower (Must Sign In Black Ink Only)

Withelle (hiswa -Witness Sign In Black Ink Only)

STATE OF: Ollinsis
COUNTY OF: Cook

Be it remembered, that on this day of some in the year of Our Lord two thousand and two (2002) before me, the subscriber a NOTARY PUBLIC, personally appeared Nate J. Taylor and Susan M. Taylor who I am satisfied is/are the person(s) who signed the within instrument, and I acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed. All of which is hereby certified.

Sworn and Subscribed before me on this 27th day of 5000002 2002.

(Seal)
(Musi Sign In Black Ink Only)

Notary Public

OFFICIAL SEAL
GAYLE BRUCE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/01/03

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Loan Modification Agreement-Single FamilyFannie Mae/Freddie Mac Uniform Instrument [Space Pelow This Line For Acknowledgments]
0/4
Prepared at: PHH Mortgage Services 6000 Atriu.n Way Mt. Laurel, NJ 08054
Prepared by: Frank Felix
4
Fannie Mae
By Cendant Mortgage Services, Inc. it's
Attorney in fact (Lender)
Prepared by: Frank Felix Fannie Mae By Cendant Mortgage Services, Inc. it's Attorney in fact (Lender) By: Michael Danlag, Vice President STATE OF: NJ COUNTY OF: Charles to the content of the conten
STATE OF: NJ /
COUNTY OF: Gloudester
Be it remembered, that on this 7 day of Ct in the year of Our Lord two thousand and two (2002) before me, the subscriber a NOTARY PUBLIC, personally appeared Michael Danlag, who I am satisfied is/are the person(s) who signed the within instrument, and I acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed. All of which is hereby certified.
Sworn and Subscribed before me on this 7 day of OCT 2002.
Sheren alto (Seal)
(Must Sign In Black Ink Only) Notary Public Sherine Alston
Notary Public, State of New Jersey My Commission Expires April 24, 2005

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TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000472351 OC STREET ADDRESS: 4939 S. LACROSSE

CITY: CHICAGO COUNTY: COOK COUNTY

TAX NUMBER: 19-09-223-014-0000

LEGAL DESCRIPTION:

LQT 28 IN BLOCK 52 IN F.H. BARTLETT'S CENTRAL CHICAGO, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 4 AND THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 9 TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN Property of Coot County Clerk's Office COOK COUNTY, ILLINOIS.

LEGALD