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Doc#: 0325122014 Eugene "Gene" Moore Fee: \$54.50 Cook County Recorder of Deeds Date: 09/08/2003 09:20 AM Pg: 1 of 4

Chase Manhattan Mortgage Corporation 3415 Vision Drive Columbus, Ohio 43219 Prepared by Adrienne Sharp Re:1956184585

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LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made effective the 20th day of March, 2003, between Luke Boyd, Jr., ("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 Crossland Mortgage Corporation, dated March 15, 1999 and roor ded in Book 99294755, on March 26, 1999, of the Records of Cook County, and subsequently assigned to Chase Manhattan Mortgage Corporation by assignment dated August 27, 1999 and recorded in Book 09178820, on December 20, 1999, 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 Lefined therein as the "Property", located at 308 Seminole Street, Park Forest, Illinois 60466, with the original principal balance U.S. \$59,001.00, and the principal balance before the loan modification being U.S. \$56,829.09, the real property described being set forth as follows:

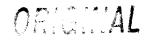
THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS:

LOT 19 IN BLOCK 83 IN VILLAGE OF PAIL FOREST AREA #5 A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 35 AND THE WEST HALF OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A.P. NO.: 31-35-406-019-0000

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained v. the Loan Documents):

- 1. As of April 1, 2003, the amount payable under the Loan Don ments is U.S. \$61,146.97 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- 2. The Maturity Date of the above referenced Note has not been amended from April 1, 2029.
- 3. 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 yearly rates as specified below:
 - (a) The rate of 7.0% for the payments due from May 1, 2003 through and including April 1, 2029.
- 4. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. The Borrower promises to make monthly payments of principal and interest as specified below:
 - (a) Monthly payments of \$426.10 for the payments due from May 1, 2003 through and including April 1, 2029. If on the Maturity Date, the Borrower still owes amounts under the Loan Documents as amended by this Agreement, the Borrower will pay such amounts in full on the Maturity Date.



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The Borrower will make such payments at P.O. Box 78920, Phoenix, AZ 85062-8920, or at such other place as the Lender may require.

- 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, issessments, escrow items, impounds, and all other payments that the Borrower is bigated 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; and
 - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is an exact to, wholly or partially incorporated into, or is part of, the Loan Document and that contains any such terms and provisions as those referred to in (a) above.
- 7. Nothing in this Agreement shall of understood or construed to be a satisfaction or release in whole or in part of the Loar Documents. Except as otherwise specifically provided in this Agreement, and 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.

uke Boyd, Jr.

Witness 1 Signature

MCUSA BORUS

Printed Name of Witness

Witness 2 Signature

Chase Manhattan Mortgage Corporation

Wendy S. Nutter

Assistant Vice President

Printed Name of Witness

Printed Name of Witness

Witness 2 Signature

Printed Name of Witness

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ACKNOWLEDGEMENTS

STATE OF / CLING 15 COUNTY OF _ COOK		
Before me, a Notary Public, named Luke Boyd, Jr. who acknow the same is his/her free act and dec	in and for said County, personally appeared the awledged that he/she did sign the foregoing instrumed.	above nent, and that
In Testimony Whereof, I ha	ve hereusto subscribed my name and affixed my is 24 day of MARCH.	official seal at 20 <u>0</u> 3
My commis no 1 expires:	3(b4) Motary Public	Hough



STATE OF OHIO COUNTY OF FRANKLIN

Before me, a Notary Public, in and for some 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 corpo ation; 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>9</u>th day of _____ <u>, 20 0국</u>

MULKRIEGER NOTARY PUBLIC - STATE OF My commission

MY COMMISSION EXPINED

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STATEMENT OF PREPARATION

Property of Cook County Clark's Office I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED BY ONE OF THE PARTIES IN THE WITHIN INSTRUMENT.