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Doc#: 0325313130 Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 09/10/2003 02:09 PM Pg: 1 of 4

Chase Marh: ttan Mortgage Corporation

3415 Vision Drive Columbus, Olio 43219 Prepared by Mr. ler e Taylor

Re:1942652834

When Recorded Mail To:

First American Title Special Default Services Division 3355 Michelson Way, Suite 250

Irvine, CA 92612 Attn: Joanne Bui

I DAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made effective the 15th day of May, 2003, between Jose Reyna, ("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 Mortgage Electronic Registration System, Inc. as nominee for CTX Mortgage Company, L.L.C., dated January 13, 2002, and recorded in Book Number 0020158415, on February 7, 2002, of the Records of Cook County, and subsequently assigned to Mortgage Electronic Registration System, Inc., as nomine for Chase Manhattan Mortgage Corporation on April 23, 2002, 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 14805 Harrison Avenue, Posen, Illinois 60469, with the original principal balance U.S. \$175,249.00, and the principal balance before the loan modification being U.S. \$174,668.25, the real property described being sec forth as follows:

LOT 13 IN ADDITION TO HARRISON AVENUE GARDENS, A SUBDIVISION OF THE NOTAWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

A.P. No.: 28-12-400-080-000

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

- 1. As of June 1, 2003, the amount payable under the Loan Documents is U.S. \$189,641.05 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 February 1, 2032.

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- 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 7.5% for the payments due from July 1, 2003 through and including February 1, 2032.
- 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:
 - (2) Monthly payments of \$1,342.71 for the payments due from July 1, 2003 through and including February 1, 2032. If on the Maturity Date, the Borrower still owes are ounts under the Loan Documents as amended by this Agreement, the Borrower will pay such amounts in full on the Maturity Date.

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 Troperty or any interest in it is sold or transferred (or if a beneficial interest in the Ponower 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 aris 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 to Ther 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, insurar cer remiums, assessments, escrow items, impounds, and all other payments that the Corrower 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; and
 - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affected to, wholly 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.

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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.

Jose Reyna

Witness 1 Signature

Sandra Oncupa

Printed Name of Witness

Witness 2 Signature

Printed Name of Witness

Mortgasje Electronic Registration System, Inc. As no minee for Chase Manhattan Mortgage Corporation

Susan L. Latham
Assistant Vice President

Witness 1

Drinted Name of Witness

Witness 2 Signature

Printed Name of Witness

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ACKNOWLEDGEMENT

STATE OF	<u>llinois</u>		
Before me, a N	Notary Public, in and for sai	d County, personally appe	ared the above
named Jose Reyna w same is his free act a	ho acknowledged that he d	id sign the foregoing instru	iment, and that the
In Testimony	Whereof, I have hereunto so	ubscribed my name and aft of	fixed my official seal at , 20 _63
3,0	975 6053U.0.1	Martha M. O. Notary Public	ilitarez
My commission exp	oires: (36) 24 0 7	OFFICIAL S MARTHA M AI NOTARY PUBLIC - STA MY COMMISSION EXP	SEAL LVAREZ ATE OF ILLINOIS MRES: 02-24-07
STATE OF OHIO COUNTY OF FRA		04/10-	
to me known and kn Electronic Registrate corporation which et that said person did officer; that the san act and deed of said Directors.	Notary Public, in and for samown to the person who, as tion System, Inc. as nomine executed the foregoing instruction in the ist hat person's free act and corporation; that said person	an Assistant Vice Mesider for Chase Manhattan Monument, signed the stand, at the name and behalf of said and deed as such officer, aron was duly authorized the	ortgage Corporation, the ortgage Corporation, the nd acknowledged to me d corporation as such and the free and corporate ereante by its Board of
In Testimony at Columbus, Ohio	Whereof, I have hereunto, this day of	subscribed my name, and	affixed my of neial seal,
My commission	M. KRIEG NOTARY PUBLIC - STA MY COMMISSION I NOVEMBER 3.	EXPERENT OF THE STATE OF THE ST	100 ic ()