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Doc#: 0325422153 Eugene "Gene" Moore Fee: \$34.50 Cook County Recorder of Deeds Date: 09/11/2003 02:48 PM Pg: 1 of 6

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After Recor A. Return To: Name of Natural Person 4254 Spring Valley Road Dallas, Texas 75244 [City, State, Zip]

Prepared By: RUTH RUHL, P.C. 2305 Ridge Road, Suite 106 Rockwall, TX 75087

Freddie Mac Loan No.: 128102780

Loan No.: 1969055585

THIS MODIFICATION 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 1st | , 2003 |
|---|----------|--------|
| Daniel Ramirez and Sarah J. Ramirez | 10 | |

, between

Chase Mortgage Company

("Borrower/Grantor") and

("Lender/Grantee"), whose address is 3415 Vision Drive, Columbus, Ohio 43219 and amends and supplements (1) the Note (the "Note") made by the Borrower, dated March 17th, 2000 original principal sum of U.S. \$ 112,200.00 , and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on March 21st, 2000 , in Book/Liber N/A , Page N/A Instrument No. 00196662 , Official Records of Cook County, Illinois 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 1515 Grant, Schaumburg, Illinois 60193

Initials _____ Initials ____ Initials ____

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That real property is described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, TO-WIT:

PARCEL 1: LOT 21 IN BLOCK 10 IN N.O. SHIVELY AND COMPANY'S ROSELLE HIGHLANDS, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 34. TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 22 IN BLOCK 10 IN N.O. SHIVELY AND COMPANY'S ROSELLE HIGHLANDS, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 16, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

TAX ID NO.: 07-34-111-003 AND 07-34-111-004

The Borrower 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 cher good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and 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 represents that the Borrower \(\subseteq \) is, \(\subseteq \) is not, the occupant of the Property.

2. The Borrower 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 \$15,774.98, have been added to the indebtedness under the terms of the Note and Security Instrument.

As of June 1st, 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 Palance") is U.S. \$125,994.12

3. The Borrower promises to pay the Unpaid Principal Balance, p'us interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charge a on the Unpaid Principal Balance at the yearly rate of 8.375 %, beginning June 1st, 2003. The Borrow er promises to make monthly payments of principal and interest of U.S. \$ 984.16 , beginning on the 1st day of July, 2003 and continuing thereafter on the same day of each succeeding month. If on April 1st, 2030 , (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Lastrement, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at Chase Manhattan Mortgage, 3415 Vision Drive, Columbus, Ohio 43219

or at such place as the Lender may require.

- 4. Except to the extent that they are modified by this Modification, the Borrower 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 is obligated to make under the Security Instrument.
- 5. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and 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 and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

| Initials Denitial Initials Initials | |
|-------------------------------------|--|
| Initials Initials Initials | |

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Loan No.: 1969055585

| the coveriants and agreements of each such rider shall be | ne Borrower and recorded together with this Modification, e incorporated into and shall amend and supplement the rider(s) were a part of this Modification. [Check applicable |
|---|---|
| ☐ 1-4 Family Rider - Assignment of Rents | |
| Modification Due on Transfer Rider | |
| ☐ Bankruptcy Rider | ļ. |
| Officer Rider | |
| [To be signed by all Berrowers, endorsers, guarantors, su Instrument]. | |
| 5-31-03 Or | Daniel Ramirez (Seal) -Borrower |
| 5-31-03 | and Ramera 5/21/5: |
| Date | Sarah J. Ramirez -Borrower |
| | (Seal) |
| Date | -Borrower |
| Date | (Seal) -Borrower |
| 6/9/03 Date | Chase Mortgage Company |
| Date | -Lender |
| By: WENDY'S NUTTER | |
| Its: ASSISTANT VICE PRESIDENT | |
| | |
| (Corporate Seal) | |
| | |
| [See Attached A MULTISTATE FREDDIE MAC LOAN MODIFICATION AGREI | cknowledgment(s)] EMENT Page 3 of 4 |
| | |

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Loan No.: 1969055585

BORROWER ACKNOWLEDGMENT

| State of | Illinois | § & | | |
|----------------------|---|---|---|-----|
| County of | Cook | § | | |
| On this | 31 day of | May S | , before me, [name of notary], a Notary Public in and for said state, | |
| personally | appeared Da | ria F. Pola niel Ramirez and Sa | rah J. Ramirez | |
| [name of packnowled] | ersca ceknowl ged to me that | edged], known to m he/she/they execute | to be the person who executed the within instrument, and d the same for the purpose therein stated. | |
| | |) />, | | |
| (Seal) | CONTRACTOR OF THE PARTY OF THE | <i>y</i> | maria of Palane | |
| | * MAKIA | IAL SEAL" F. POLANI | Maria F. Poland Type or Print Name of Notary | |
| | N TOTAL V PILIT | ic, State of Illinois on Exp. 03/01/2004 | | |
| | *************************************** | *************************************** | Notary Public, State of 1/11 NO/5 My Commission Expires: 03/01/2004 | |
| | | | C | |
| | | | | |
| | | LENDE | ER ACKNOW LEDGMENT | |
| State of 6 | HIO | § 8 | 9 | |
| County of | FRANKLI | n § | | |
| Oı | n this 9 | day of Juna | , ZIO'S , before me, BRUCE DEAU | 1D/ |
| personally : | anneared W | ENDY S. NUT | [name of notary], a Notary Public in and for said state, | |
| | - A | title of officer or ag | gent] of Chase Mortgage Company | |
| known to n | ne to be the per | rson who executed t | , [raine of entity] he within instrument on behalf of said entity, and acknowledged to me | |
| tnat ne/sne/ | uney executed | the same for the pur | rpose therein stated. | |
| (Sept A | AL SE | DDUCEM DDA | Sun M Draudt | |
| Z | OFF | BRUCE M. DRA Notary Public | BRUCK DIAUDI | |
| 0 | A SO | In and for the State of | | |
| | | My Commission Ex 12-12-04 | Notary Public, State of ONTO | |
| · | OF | | My Commission Expires: 12-12-04 | |

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UNOFFICIAL COP

Loan No.: 1909/155585

MODIFICATION DUE ON TRANSFER RIDER

| THIS MODIFICATION DUE ON TRANSFER RIDER, effective the 1st day | y of June, 2003 |
|---|-------------------------|
| is incorporated into and shall be decreed to amend and supplement the Loan Modification Ag | reement of the same |
| date made by Daniel Ramirez and Sara', J. Famirez | , |
| | |
| and Chase Mortgage Company | (the "Borrower") |
| | |
| | (the "Lender") |
| covering the Property described in the Loan Modification Agreement located at: 1515 Gran 60193 | t, Schaumburg, Illinois |
| [Property Addre's] | • |
| | |
| In addition to the covenants and agreements made in the Loan Modification Agreement, the covenant and agree as follows: | e Borrower and Lender |
| | |
| A. Notwithstanding any other covenant, agreement or provision of the Note and S defined in the Loan Modification Agreement, the Borrower agrees as follows: | Security Instrument, as |
| - | |

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or ransferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, as its option require immediate

payment in full of all sums secured by the Security Instrument. However, this option shelf not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agr. ement.

If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by the Security Instrument. If Borrower fails 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.

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Loan No.: 1969055585

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.

| | 5-31-05 | | SIP | 5/31/ | OSeal) |
|------|---|-------------|------------------------|-----------------|-------------------|
| Date | | Daniel R | amirez | 2 | -Borrower |
| | 5-31-05 | Sara | N. Rom | Vez 5/31 | Seal) |
| Date | | Saran J. | Ramirez | | (Seal) |
| Date | Ox | | | | -Borrower |
| | C _O | | | | (Seal) |
| Date | 7 | | | | -Borrower |
| | 4 | Coup | | | |
| | | Chr.sc M | Nortgage Compan | у | (Seal) -Lender |
| | U15092335-020R0 LOAN MODIF AGREE REF# 20312713 US Recordings | 6 | 97 | O _{ff} | |
| Date | 6/9/03 | ву: | Uludix S WENDY'S. I | Shutte | 1 |
| Date | | . | | | |
| | | Tto: AS | SSISTANT VICE | HESIDENT | |