

# UNOFFICIAL COPY



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Eugene "Gene" Moore Fee: \$30.50  
Cook County Recorder of Deeds  
Date: 10/07/2003 01:48 PM Pg: 1 of 4

THIS SPACE FOR RECORDERS USE ONLY

## LOAN MODIFICATION AGREEMENT

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE CO.

WHEN RECORDED MAIL TO:

FIRST AMERICAN TITLE CO.  
3355 MICHELSON WAY SUITE 250  
IRVINE, CA 92612  
Attention: JOANNE BUI

ORDER NUMBER: 1563003

STATE ILLINOIS  
COUNTY COOK



LENDERS ADVANTAGE

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(ADDITIONAL RECORDING FEE APPLIES)

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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 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
- 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 and 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 provisions thereof, as amended by this Agreement.

6. Borrower releases Servicer, its subsidiaries, affiliates, agents, officers and employees, from any and all claims, damages or liabilities of any kind existing on the date of this Agreement, which are in any way connected with the origination and/or servicing of the Loan, and/or events which resulted in Borrower entering into this Agreement. Borrower waives any rights which Borrower may have under federal or state statutes or common law principle which may provide that a general release does not extend to claims which are not known to exist at the time of execution, including without limitation (if applicable), California Civil code Sec. 1542, which provides as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

GMAC Mortgage Corporation (Seal)  
Lender

By Kristi M. Caya  
Kristi M. Caya  
Limited Signing Officer



State of Iowa)  
County of Black Hawk) ss

On the 11 day of August, 2003, before me personally came Kristi M. Caya, Limited Signing Officer of GMAC Mortgage Corporation, 3451 Hammond Avenue, Waterloo, Iowa 50702, to me known who, being by me duly sworn, did depose and say that the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that (s)he signed his/her name thereto by like order.

JENNIFER MEESTER  
Iowa Notarial Seal  
Commission Number: 715881  
My Commission Expires 4/30/05

Jennifer Meester  
Notary Public

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[Space Below This Line For Acknowledgments]

Luis Rivera (Seal)  
LUIS RIVERA  
Borrower

Maria E Arriaga (Seal)  
MARIA E ARRIAGA  
Borrower

State of Illinois }  
County of Cook } ss

On 8-5-03, before me Debrah Mendez, personally appeared LUIS RIVERA and MARIA E ARRIAGA, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



Notary Public of Cook County Clerk's Office