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Doc#: 0330322122
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 10/30/2003 02:48 PM Pg: 1 of 4

After Recording Return To:
Principal Residential Mortgage, Inc.
[Company Name]
Attn: Loss Mitigation Department - B077
[Name of Natural Person]
711 High Street
[Street Address]
Des Moines, Iowa 50392
[City, State, Zip]

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

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Loan No.: 2070683-4

FHA Case No.: 137-1573124-729

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), effective this 1st day of October, 2003, between Bernardino Tijerina and Sylvia Torres ("Borrower/Grantor") and Mortgage Electronic Registration Systems, Inc. as nominee for Principal Residential Mortgage, Inc.

("Lender/Grantee"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated January 23rd, 2002 and recorded in Book/Liber 3857, Page 11, Instrument No. 20562958, of the Official Records of Cook County, Illinois, [Name of Records] [County and State, or other Jurisdiction] and (2) the Note in the original principal sum of U.S. \$ 182,732.00, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at 5425 S Long Avenue, Chicago, Illinois 60638

[Property Address]

Initials BT Initials ST Initials _____ Initials _____

BT
ST
10/30/03

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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, TO WIT:

LOT 31 IN BLOCK 17 IN HETZEL ARCHER AVENUE ADDITION, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. NO.: 19-09-328-009

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):

1. As of October 1st, 2003, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 196,383.87, 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 6.000%, from October 1st, 2003. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,177.42, beginning on the 1st day of November, 2003, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on October 1st, 2033 (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 on the Maturity Date.

The Borrower will make such payments at Principal Residential Mortgage, Inc., 711 High Street, Des Moines, Iowa 50392-0780 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 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 specified date 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 partly 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.

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5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation agreement of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

6. 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.

Mortgage Electronic Registration Systems, (Seal)
Inc. as nominee for Principal Residential -Lender
Mortgage, Inc.

Bernardino Tijerina (Seal)
Bernardino Tijerina -Borrower

Sylvia Torres (Seal)
Sylvia Torres -Borrower

_____(Seal)
-Borrower

By: *V.S. Jaksich*

_____(Seal)
-Borrower

V. S. Jaksich, Assistant Sec. - Default Adm.
Its: _____

Property of Cook County Clerk's Office

[See Attached Acknowledgment(s)]

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BORROWER ACKNOWLEDGMENT

State of Illinois

County of Cook

§
§
§

On this 18th day of SEP. 2003, before me,
Maria E. Carrasquillo [name of notary], a Notary Public in and for said state,
personally appeared Bernardino Tijerina and Sylvia Torres

[name of person acknowledged], known to me to be the person who executed the within instrument, and acknowledged to me that he/she/they executed the same for the purpose therein stated.

(Seal)



Maria E. Carrasquillo

Maria E. Carrasquillo
Type or Print Name of Notary

Notary Public, State of ILL.

My Commission Expires: 06/12/06

LENDER ACKNOWLEDGMENT

State of IOWA

County of POIK

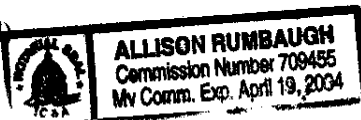
§
§
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On this 2 day of Oct - 03, before me,
Allison Rumbaugh [name of notary], a Notary Public in and for said state,
personally appeared V.S. Jaksich Assistant Sec. - Default Adm.

[name of officer or agent, title of officer or agent] of Mortgage Electronic Registration System, Inc. as nominee
for Principal Residential Mortgage, Inc.

known to me to be the person who executed the within instrument on behalf of said entity, and acknowledged to me that he/she/they executed the same for the purpose therein stated.

(Seal)



Allison Rumbaugh

Type or Print Name of Notary

Notary Public, State of _____

My Commission Expires: _____