



Doc#: 0331245217
Eugene "Gene" Moore Fee: \$46.50
Cook County Recorder of Deeds
Date: 11/10/2003 12:25 PM Pg: 1 of 2

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LOAN MODIFICATION AGREEMENT

LOAN #1302233

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 17th day of JULY, 2003 between DONALD CARTER and MARLA CARTER, Husband and Wife ("Borrower") and NATIONAL CITY MORTGAGE COMPANY ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated AUGUST 28, 2002 and recorded on SEPTEMBER 12, 2002 as Document Number 0021001887 of the COOK County records, and (2) the Note 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 923 ASHLAND AVENUE RIVER FOREST ILLINOIS 60305, the real property described being set forth as follows:

TAX ID: 15-01-317-019, VOLUME 018.

THE NORTH 75 FEET OF THE SOUTH 50 FEET OF LOT 9 IN BLOCK 7 IN EDWARD C WALLER AND OTHER SUBDIVISION OF PART OF THE NORTHWOODS BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, IN TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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 JUNE 17, 2003, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$698,718.00, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promised 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 5.375 %, from JULY 1, 2003. The Borrower promises to make monthly payments of principal and interest of U.S. \$5,662.87, beginning on the FIRST day of AUGUST 2003, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on JULY 1, 2018 (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 NATIONAL CITY MORTGAGE COMPANY PO BOX 37677 BALTIMORE MD 21297-1677 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 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 and Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

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- 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.

The undersigned borrower(s) acknowledge(s) receipt of a copy of this instrument.

MORTGAGOR:

Donald K. Carter (Seal)

Borrower DONALD CARTER

MB Carter (Seal)

Borrower MARLA CARTER

Marla B. Carter

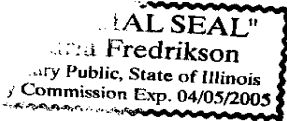
STATE OF ILLINOIS)
) SS:
 COUNTY OF)

On this 13 day of AUGUST, 2003, this agreement was acknowledged before me by DONALD CARTER AND MARLA CARTER.



Maria Fredrikson
Notary Public

County, COOK
 My Commission Expires: 4-5-2005



MORTGAGEE: NATIONAL CITY MORTGAGE COMPANY

BY: Karen M Rome
 KAREN M ROME
 MORTGAGE SERVICING OFFICER

STATE OF MICHIGAN)
) SS:
 COUNTY OF KALAMAZOO)

On August 7, 2003, before a Notary Public in and for said County, personally appeared KAREN M ROME the MORTGAGE SERVICING OFFICER, of NATIONAL CITY MORTGAGE COMPANY and acknowledged the foregoing agreement on behalf of said Bank.



Jane E Hopkins
Notary Public

KALAMAZOO County MI
 My Commission Expires: 8/27/06

Prepared By and Return To:
 NATIONAL CITY MORTGAGE COMPANY
 KAREN ROME K-A16-22
 ONE NATIONAL CITY PARKWAY
 KALAMAZOO, MI 49009

Stamp: STATE OF MICHIGAN
NOTARY PUBLIC
8/27/06

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