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Eugene "Gene" Moore Fee: \$58.00
Cook County Recorder of Deeds
Date: 02/04/2004 08:26 AM Pg: 1 of 5

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0012847034

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

79-68-748 JLCF
This Loan Modification Agreement ("Agreement"), made this 21st day of April, 2003, between AKBERALI H. HEMANI OR HIS SUCCESSORS IN INTEREST AS TRUSTEE OF THE AKBERALI H. HEMANI REVOCABLE TRUST U/D DATED MAY 2, 2001 AS TO AN UNDIVIDED ONE-THIRD (1/3) INTEREST AND SHIREEN A. HEMANI OR HER SUCCESSORS IN INTEREST AS TRUSTEE OF THE SHIREEN A. HEMANI REVOCABLE TRUST U/D DATED MAY 2, 2001 AS TO AN UNDIVIDED ONE-THIRD (1/3) INTEREST AND FARID A. HEMANI, OF THE VILLAGE OF WILMETTE AS TO UNDIVIDED ONE-THIRD (1/3) INTEREST. ("Borrower") and Charter One Bank, N.A. formerly Charter One Bank, F.S.B. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated February 4, 2002 and recorded in Book or Liber 20169104, at page(s)

of the Records of Cook County 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 3119 Old Glenview Road, Wilmette, IL 60091.

The real property described being set forth as follows:

See Attached Exhibit A

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. After the application of all payments due on the Note through and including May 1, 2003, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") will be U.S. \$475,378.89, consisting of the unpaid amount(s) loaned to the Borrower by the Lender, including advances, if any, and any interest capitalized to date, to which Mortgagor has no defenses, offsets or counterclaims.
2. 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 5.000%, from May 1, 2003. Borrower promises to make monthly payments of principal and interest of U.S. \$3,973.10, beginning on the first day of June 1, 2003, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If, on March 1, 2017 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower will make such payments at Charter One Mortgage, Corp., Post Office Box 2800, Richmond VA 23058-2800, Attn: Payment Processing or at such other place as Lender may require.

3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by the Security Instrument.

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.

4. 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 Borrower is obligated to make under the Security Instrument.

BOX 333-CT

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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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

IN WITNESS WHEREOF, the said parties have hereunto set their hands, or caused these presents to be signed by their duly authorized officers, the day and year first above mentioned.

Signed in the presence of:

BORROWER:

Amberin

AKBERALI H. HEMANI

Print Witness' Name: Hassanali Gilani

Hilani

Print Witness' Name: AMBERIN MITHANI

Amberin

BORROWER:

Amberin

AKBERALI H. HEMANI OR HIS SUCCESSORS IN INTEREST AS TRUSTEE OF THE AKBERALI H. HEMANI REVOCABLE TRUST U/D DATED MAY 2, 2001 AS TO AN UNDIVIDED ONE-THIRD (1/3) INTEREST

Print Witness' Name: Hassanali Gilani

Hilani

Print Witness' Name: AMBERIN MITHANI

Amberin

BORROWER:

Shireen A. Hemani

SHIREEN A. HEMANI

Print Witness' Name: Hassanali Gilani

Hilani

Print Witness' Name: AMBERIN MITHANI

Amberin

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BORROWER:

Shireen Hemani

SHIREEN A. HEMANI OR HER SUCCESSORS IN INTEREST AS TRUSTEE OF THE SHIREEN A. HEMANI REVOCABLE TRUST U/D DATED MAY 2, 2001 AS TO AN UNDIVIDED ONE-THIRD (1/3) INTEREST

Print Witness' Name: Hassarali Gilani

A Gilani

Print Witness' Name: AMBERIN MITHANI

Amberin

BORROWER:

Farid A. Hemani

FARID A. HEMANI

Print Witness' Name: Hassarali Gilani

A Gilani

Print Witness' Name: AMBERIN MITHANI

Amberin

BORROWER:

Farid A. Hemani

FARID A. HEMANI, OF THE VILLAGE OF WILMETTE AS TO UNDIVIDED ONE-THIRD (1/3) INTEREST

Print Witness' Name: Hassarali Gilani

A Gilani

Print Witness' Name: AMBERIN MITHANI

Amberin

ACKNOWLEDGMENT

State of ILL)
County of COOK) SS.

On the 21 day of April 2003 in the year 2003 before me, the undersigned, personally appeared AKBERALI H. HEMANI, INDIVIDUALLY AND AS TRUSTEE AND SHIREEN A. HEMANI, INDIVIDUALLY AND AS TRUSTEE AND FARID A. HEMANI, INDIVIDUALLY AND AS TRUSTEE. Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Rolando Santiago
Notary Public
My Commission Expires:

Agreed to by:

Charter One Bank, N.A.

By: Pamela F. Dunn

Pamela F. Dunn, Vice President

LAD

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ACKNOWLEDGMENT

State of Virginia)
) SS.
County of Henrico)

I, Lisa D. Dance, a Notary Public in and for the State and county aforesaid, do certify that PAMELA F. DUNN, VICE PRESIDENT OF CHARTER ONE BANK, N.A., whose name is signed to the writing above, bearing date on the 21st day of April 2003, has acknowledged the same before me in my county aforesaid. Given under my hand this 13th day of May 2003.

Lisa D. Dance
Notary Public
My Commission Expires: 11-30-06

This instrument prepared by and after recording should be returned to:

Charter One Mortgage Corp.
Attn: Fixed Modification Specialist
10561 Telegraph Road
Glen Allen, VA 23059

Property of Cook County Clerk's Office

490

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EXHIBIT A

**LOT 2 IN PIERRE EXCAVATING, INCORPORATED
RESUBDIVISION OF PART OF LOT 10 IN COOK COUNTY
CLERK'S DIVISION IN THE SOUTHEAST ¼ OF THE SOUTHEAST
¼ OF SECTION 31, TOWNSHIP 42 NORTH, RANGE 13, EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.**

05-31-20-025-0000

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