UNOFFICIAL COPY

Recording Requested by & When Recorded Return To: US Recordings, Inc. 2925 Country Dr Suite 201
St. Paul, MN 55117
174 00 992



Doc#: 0403622108

Eugene "Gene" Moore Fee: \$34.50 Cook County Recorder of Deeds Date: 02/05/2004 02:58 PM Pg: 1 of 6

Loan Modification Agreement

County Clark's Office



0403622108 Page: 2 of 6

17400992 UNOFFICIAL COPY

Recordings Requested by & When Recorded Return To:

US Recordings, Inc. 2925 Country Drive Ste 201

St. Paul, MN 55117

PREPARED BY:

MOSS, CODILIS ET AL

6560 Greenwood Plaza Boulevard, Suite 550

Englewood, CO 80111

Preparer: Danielle Rogers - Loss Mitigation

Loan No. 0105433478

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN MODIFICATION AGREEMENT

Rocio Estra da, a single woman and Vicente Estrada married to Maria Estrada-signing for the sole purpose of perfecting title, "Borrower(s)", residing at 5841 West 59th Street, Chicago, Illinois, 60638, and Aurora Lear Services, Inc. ("Lender") and Mortgage Electronic Registration Systems, Inc. ("mortgagee") with offices at G4318 Miller Road, Flint, MI 48507, current holder of the Note and Security Instrument perinafter described, amends and supplements (1) the Note dated October 12, 2001, made in the amount of \$176,001.00, and (2) the Security Instrument dated October 12, 2001, granted or as igned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for lender and lender's successor and assigns) and recorded November 7, 2001, as Document No. 0011047298, in the official records of Cook County which covers the real property described in said Security Instrument, located at: 5841 West 59th Street, Chicago, Illinois 60638 ("Property"), and more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETC AND MADE A PART HEREOF.

Tax ID#: 19-17-402-007-0000

In consideration of the mutual promises and carcements exchanged, the parties hereto agree as follows, notwithstanding anything to the contrary contained in the Note or Security Instrument.

- 1. As of November 1, 2003, the amount payable under the Note and the Security Instrument is \$173,550.62 ("Unpaid Principal Balance"). 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 \$11,716.38 have been added to the indebtedness under the terms of the Note and Security Instrument and the loan reamortized over 360 months. When payments resume on December 1, 2003, the New Unpaid principal Balance will be \$185,267.00.
- 2. The Borrower(s) promise to pay the Unpaid Principal Balance, plus the interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual rate of 6.500% from November 1, 2003, and Borrower(s) promise to pay monthly payments of principal and interest in the amount of \$1,171.01 (this figure does not include tax and insurance amounts) beginning December 1, 2003, and on the same day of each month thereafter until the entire amount due and payable under the terms of the Note, Security Instrument and this Agreement are paid in full. If on November 1, 2033, ("Maturity Date"), Borrower(s) still owe amounts under the Note, Security Instrument or this Agreement, the Borrower(s) shall pay these amounts in full on the Maturity Date.

0403622108 Page: 3 of 6

UNOFFICIAL COPY

Loan No. 0105433478 Page 2

Borrower(s) shall make the monthly payments described herein at Aurora Loan Services, Inc., 601 Fifth Avenue, P.O. Box 1706, Scottsbluff, NE 69363-1706 or at such other place that Lender may designate.

- 3. If all or any part of the Property or any interest therein is sold or transferred without Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums due under the Note, Security Instrument and this Agreement.
- Lender exercises this option, the Lender shall give the Borrower(s) notice of acceleration. The actice shall provide a period of not less than thirty days from the date the notice is delivered or mailed within which the Borrower(s) must pay all sums due under the Note, Security Instrument and this Agreement. If Borrower(s) fail to pay these sums prior to the expiration of this period, the Lender and Mor gages may invoke any remedies permitted by the Note, Security Instrument and /or this Agreement without further notice or demand on the Borrower(s).
- 4. Borrower(s) will also cornely with all other covenants, agreements, terms, conditions, and requirements of the Note and Security Instrument, including, without limitation, the Borrower's agreement to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower(s) are obligated to pay under the terms of the Note and Security Instrument, however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph one above.
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for 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 or wholly or partially incorporated into, or is a part of, the Note or Security Instrument and that contains any such terms or provision 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/or Security Instrument. Except as expressly provided in this Agreement, the Note and Security Instrument will remain unchanged and the Borrower, Lender and Mortgagee will be bound by, and comply with, all of the terms and provisions of the instruments, as amended by this Agreement.

0403622108 Page: 4 of 6

UNOFFICIAL COPY

Loan No. 0105433478

Page 3 BORROWER(S): stewards. 12-30-C WITNESS SIGNATURE WITNESS SIGNATURE (PRINT NAME) (PRINT NAME) STATE OF Illinois **COUNTY OF Cook** On this 30 day of December, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Rocio Estrada, a single woman Vicente Estrada married to Maria Estrada- signing for the sole purpose of perfecting title _____personally known to me - OR proved to me on the basis of satisfactory evidence to be the pe son(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/t) ey 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. My Commission Expires:

OFFICIAL SEAL
JOHN J MONTANA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/09/06

0403622108 Page: 5 of 6

UNOFFICIAL COPY

1 age 4	
AURORA LOAN SERVIÇES, INC., LENDER	
BY: Cathy Jarboe TITLE: Vice President	WITNESS SIGNATURE (PRINT NAME) Karradine
(CORPORATE SEAL)	WIFNESS SIGNATURE (PRINT NAME) FOR MELICINES
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MORTGAGE)	
BY: Richard T. Martin, TITLE: Vice President	WITNESS SIGNATURE (PRINT NAME) (PRINT NAME)
(CORPORATE SEAL) SEAL 1995	WITNESS SIGNATURE (PRINT NAME) And Timblin
STATE OF NEBRASKA)	C
COUNTY OF SCOTTS BLUFF)	75
On this 5 day of 2004, before me, the undersigned, a Notary Public in and 10. said State, personally appeared Cathy Jarboe, Vice President AURORA LOAN SERVICES, INC., LENDER and Richard T. Martin, Vice President MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC (MORTGAGEE), 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 signatures(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. Signature of Notary My Commission Expires:	GENERAL NOTARY - State of Nebraska LINDA A. SAMAYOA My Comm. Exp. Oct. 24, 2007

0403622108 Page: 6 of 6

UNOFFICIAL COPY

FYHIBIT "A"

LOT 3 IN BLOCK 49 IN FREDERICK H. BARTLETT'S THIRD ADDITION TO GARFIELD RIDGE, SECTION 17, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN. LYING NORTH AND WEST OF RIGHT OF WAY OF INDIANA HARBOR BELT RAILROAD, EXCEPT THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 17, TOWNSHIP 38 NORTH RANGE 13. EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO THAT PART OF THE TH D RIG.

COOK COUNTY CLORK'S OFFICE NORTH 3/4 OF THE EAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17 LYING EAST OF SAID RIGHT OF WAY OF THE INDIANA HARBOR BELT RAILROAD, IN COOK COUNTY, ILLINOIS