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Doc#: 0403722243
Eugene "Gene" Moore Fee: \$46.50
Cook County Recorder of Deeds
Date: 02/06/2004 03:46 PM Pg: 1 of 2

Record and Return to:
Commercial Federal Bank
Attn: Nicole Kelly
10845 Harney St
Omaha, NE 68154

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LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"). Made this 1st day of October 2003 between Dora M. Porter ("Borrower") and Commercial Federal Bank ("Lender") amends and supplements (1) the Mortgage Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated September 20, 1996 and recorded in Document No. 96733403 of the Official Records of Cook County, Illinois:

[Name of Records] [County and State or other Jurisdiction]

and (2) the Note bearing the same date 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 4609 West St. Charles Rd, Bellwood, IL 60104 the real property described being set forth as follows:

THE WEST 1/2 OF LOT 18 AND ALL OF LOT 19 IN BLOCK 25 IN HULBERT'S ST. CHARLES ROAD SUBDIVISION, BEING A SUBDIVISION IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN# 15-08-213-042

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 1, 2003, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ One hundred one thousand six hundred & ninety one dollars AND 82/100 (\$101,691.82)...
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 7.00% from October 1, 2003...
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...
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.

Handwritten notes: S-H, 2P, M-4, and a signature.

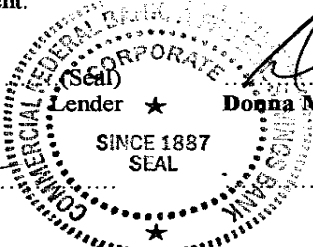
Handwritten notes at bottom right corner.

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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.

.....(Seal) Borrower

By Pamela S Anderson(Seal) Borrower



[Space Below This Line For Acknowledgments]

State of Nebraska
County of Douglas

Before me, a notary public in and for said county, personally appeared Pamela S. Anderson, known to me to be the person who, as Vice President of Commercial Federal Bank, the corporation which executed the foregoing instrument signed the same, and that he did so sign said instrument in the name and on behalf of said corporation as such officer; that the same is his free act and deed as such authorized thereunto by its board of directors; and that the seal affixed to said instrument is the corporate seal of said corporation. In testimony whereof, I have hereunto subscribed my name, and affixed my official seal, this 23 day of October 2003.



Walter R. Hess
Notary Public

State of Illinois
County of Cook



In Cook County, on the 9th day of October 2003, before me personally appeared **Donna M. Porter**, known by me to be the party (or parties) executing the foregoing instrument, and (he and/or she) they acknowledged said instrument by him and/or her executed to be their free act and deed.

Walter R. Hess
Notary Public

This document prepared by:
Nicole Kelly
Commercial Federal Bank
10845 Harney St
Omaha, NE 68154