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Doc#: 0411349223 Eugene "Gene" Moore Fee: \$34.50 Cook County Recorder of Deeds Date: 04/22/2004 03:56 PM Pg: 1 of 6

#### When Recorded Return To:

First American Title Co. P. O. Box 27670 Santa Ana, CA 92799-7670

Attn: Joanne Bui Order#: 1903867

#### **LOAN MODIFICATION AGREEMENT**

PARCEL ID: 15-13-101-045

STATE:

**ILLINOIS** 

COUNTY: COOK Ox Coot Court THIS INSTRUMENT FILED FOR RECORD BY FIRST AMERICAN TITLE INSURANCE CONPANY AS AN ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS EFFECT OF UNIT HE TITLE. T'S OFFICE



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Chase Manhattan Mortgage Corporation 3415 Vision Drive Columbus, Ohio 43219 Prepared by Shawn Sali Re:5801163993

1903867

### LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made effective the First day of February, 2004 between CAROL L. OBIS and STEVEN M. VAZQUEZ ("Borrower/s") and Chase Manhattan Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") to First National Mortgage Corporation, date I February 9, 1994 and recorded as Document Number 94153619, on February 17, 1994 of the Records of Cook County, Illinois, (2) the Note bearing the same date as, and secured by, the Security Instrument ("Note"), (collectively, the "Loan Documents"), which cover the real and personal property described in the Security Instrument and defined therein as the "Property", located at 7729 West Monroe Street, Locest Park, Illinois 60130-1724 the real property described being set forth as follows:

LOT 97 AND THE WEST 10 FEET OF LOT 96 IN E. A.. CUMMINGS AND COMPANY'S MADISION STREET ADDITION IN SECTION 13. 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 Loan Documents):

- 1. As of February 1, 2004 the amount payable u.ider the Loan Documents is U.S. \$117,876.64 (the "Unpaid Principal Balance") consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- 2. The Maturity Date of the above referenced Note has not beer, amended from March 1, 2024("Maturity Date").
- 3. 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 yearly rates as specified below:
  - (a) The rate of 7.375% for the payments due from March 1, 2004 through and including March 1, 2024.
- 4. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. The Borrower promises to make monthly payments of principal and interest as specified below:
  - (a) Monthly payments of \$938.91 for the payments due from March 1, 2004 through and including March 1, 2024. If on the Maturity Date, the Borrower still owes amounts under the Loan Documents as amended by this Agreement,

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the Borrower will pay such amounts in full on the Maturity Date.

The Borrower will make such payments at P.O. Box 78420, Phoenix, AZ 85062-8420, or at such other place as the Lender may require.

- 5. 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 the Loan Documents. 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 the Loan Documents. If the Borrower fails to pay there sums prior to the expiration of this period, the Lender may invoke any reared es permitted by the Loan Documents without further notice or demand on the Borrower.
- 6. The Borrower also will comply with all other covenants, agreements, and requirements of the Loan Documents, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, however, and all other payments that the Borrower is obligated to make under the Loan Pocuments; 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 Loan Documents (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 of other instrument or document that is affected to, wholly or partially incorporated into, or is part of, the Loan Documents and that contains any such terms and provisions as those referred to in (a) above.
- 7. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Loan Documents. Except as otherwise specifically provided in this Agreement, the Loan Documents 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.

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Sharon L Lineard Witness I	CAROL L. OBIS
Miness 2	
Sharon L Kincard Witness 1	Steven M Vagguez
Miness 2 Wallock	

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OCONTROL

Che WHEN RECORDED MAIL TO: First American Title **\$355** Michelson Dr. Ste. 250 Irvine, CA 92612 Attn: Loan Mod Dept.

Chase Manhattan Mortgage Corporation

Assistant Vice President

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{Space Below This Line for Acknowledgments}
STATE OF
STATE OF COUNTY OF COOP
Before me, a Notary Public, in and for said County, personally appeared the above named CAROL L. OBIS who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.
In Testimon, Whereof, I have hereunto subscribed my name and affixed my official seal at west, this 12th day of Verenary, 2004.
My commission expires: 03-15-21106  Notary Public
STATE OF COUNTY
Before me, a Notary Public, in and for said County, personally appeared the above named
STEVEN M. VAZQUEZ who acknowledged that he/she did sign tn: foregoing instrument, and that the same is his/her free act and deed.
the same is his/her free act and deed.
In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at
The day of Jedsuary 2004.
P
Notandulia Notandulia
My commission expires: $03-15-2006$
"OFFICIAL SEAL" ROSEMARY CONWAY NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 03/15/2006
* * * *****

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STATE OF OHIO COUNTY OF FRANKLIN

Before me, a Notary Public, in and for said County, personally appeared Wendy Peters, to me known and known to the person who, as an Assistant Vice President of Chase Manhattan Mortgage Corporation, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that said person did so sign said instrument in the name and behalf of said corporation as such officer; that the same is that person's free act and deed as such officer, and the free and corporate act and deed of said corporation; that said person was duly authorized thereunto by its Board of Directors.

its Board of Directors.
In Testimony Whereof, I have hereunto subscribed my name, and affixed my official seal, at Columbus Chio, this 25 day of, 2004.
MALINO MALINO
My commission expires: 14 18
00/
M.J. HINES  Austry Fulfib, State of City  The Color of Colors of Colors  The Color of Color
MA.J. H'NEE  Autory Fith D. State of CTA.  Autory Fith D. State of