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Doc#: 0417315068
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 06/21/2004 01:03 PM Pg: 1 of 4

LOAN MODIFICATION AGREEMENT

TBW Loan Number: 492383

Mers Min Number: 1002950000492383-9

This Loan Modification Agreement ("Agreement"), made this 26TH day of March, 2004 between ALISON J. ZEHR, unmarried ("Borrower / Mortgagor") and "MERS" is Mortgage Electronic Registration Systems, Inc. as nominee for Lender and Lender's successors and/or assigns. ("Mortgagee") and TAYLOR, BEAN & WHITAKER MORTGAGE CORP. ("Lender") amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated February 4, 2004 and recorded in Official Records Book n/a, Page n/a, and/or Document / Instrument Number 05149028, of the Official Records of Cook County, Illinois State or other Jurisdiction 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 thereon as the "Property", located at:

1215 Lunt, Unit 1-A, Chicago, Illinois 60626

the real property described being set forth as follows:

UNIT 1215-1A AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"): LOTS 14 AND 15 IN W D. PRESTON'S SUBDIVISION OF BLOCKS 4, 9 AND 8 WITH LOT 1, IN BLOCK 7, IN CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE NORTHWEST 1/4 WITH THE NORTHEAST FRACTIONAL 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY EXCHANGE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED 2/27/79 AND KNOWN AS TRUST NO. 34499, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 25,246,455, TOGETHER WITH AN UNDIVIDED INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

PARCEL 2: EASEMENTS FOR THE BENEFIT OF SAID PROPERTY AS SET FORTH IN THE DECLARATION MADE BY EXCHANGE NATIONAL BANK, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST NO. 34499 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 25,246,455.

PIN #: 11-32-114-031-1001

** THE SOLE PURPOSE OF THIS MODIFICATION IS TO CHANGE THE MONTHLY PAYMENT AMOUNT. ALL OTHER TERMS REMAIN THE SAME.

MORTGAGE MODIFICATION AGREEMENT

Prepared by and Return to: Taylor, Bean & Whitaker Mortgage Corp. 1417 N. Magnolia Avenue, Ocala, Florida 34475

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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 **March 26, 2004**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **36,639.67**, consisting of the amount(s) loaned to Borrower by Mortgagee and/or Lender and any interest capitalized to date.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Mortgagee and/or Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **5.875** percent, from **March 26, 2004**. Borrower promises to make monthly payments of principle and interest of U.S. \$ **216.74**, beginning on the 1st day of **April, 2004**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.875** percent will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on **March 1, 2034** (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.
3. Borrower will make such payments at: **Taylor, Bean & Whitaker Mortgage Corp., 1417 North Magnolia Avenue, Ocala, FL 34475** or at such other place as Mortgagee and/or Lender may require.
4. 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 Mortgagee and/or Lender's prior written consent, Mortgagee and/or Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Mortgagee and/or Lender exercised this option, Mortgagee and/or 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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Mortgagee and/or Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
5. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, 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; however, the following terms and provisions are forever cancelled, 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 including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A-1 of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - b) all terms and provisions of any adjustable rate rider, or Timely Payment Rider, where applicable, 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.
6. 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 Mortgagee and/or Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

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By signing this Agreement, Mortgagee and/or Lender and I agree to all of the above and acknowledged receipt of pages 1 through 4 of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

Christina De...
WITNESS

Alison J. Zehr
BORROWER: ALISON J. ZEHR

Anne Kennedy
WITNESS

BORROWER:

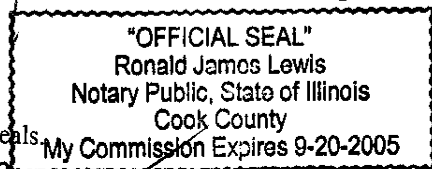
State of ILLINOIS
County of COOK

On this day personally appeared before me ALISON J. ZEHR, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this instrument was acknowledged before me this 29th day of MARCH, 2004,

Ronald James Lewis
Notary Public:

My commission expires: 9-20-2005



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

TAYLOR, BEAN & WHITAKER MORTGAGE CORP.

Tracy Vance
WITNESS: Tracy Vance

Nathan J. Sands
Nathan J. Sands, Vice President

Kala Williams
WITNESS: Kala Williams

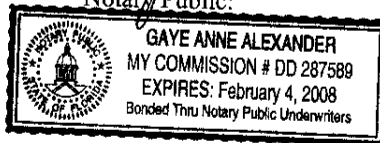
State of Florida
County of Marion

Before me, the undersigned, a Notary Public in and for the said County and State, personally appeared NATHAN J. SANDS, to me known, who, being duly sworn by me, did say that he is the VICE-PRESIDENT of the corporation named herein which executed the within instrument, that the seal affixed to said instrument is the corporate seal of said corporation; and said instrument was signed and sealed on behalf of said corporation pursuant to its by-laws or a resolution of its Board of Directors and that he acknowledges said instrument to be the free act and deed of said corporation.

Given under my hand and official seal this instrument was acknowledged before me this 31st of MARCH, 2004.

Gaye Anne Alexander
Notary Public:

My commission expires: 2/4/2008



MORTGAGE MODIFICATION AGREEMENT

Prepared by and Return to: Taylor, Bean & Whitaker Mortgage Corp. 1417 N. Magnolia Avenue, Ocala, Florida 34475

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 31st day of MARCH, 2004.

"MERS" MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.

Susan Loveday-Honea
Susan Loveday-Honea, Asst. Vice President

Tracy Vance
WITNESS: Tracy Vance

Kala Williams
WITNESS: Kala Williams

State of Florida
County of Marion

Before me, the undersigned, a Notary Public in and for the said County and State, personally appeared Susan Loveday-Honea, to me known, who, being duly sworn by me, did say that he is the **ASST. VICE-PRESIDENT** of the corporation named herein which executed the within instrument, that the seal affixed to said instrument is the corporate seal of said corporation, and said instrument was signed and sealed on behalf of said corporation pursuant to its by-laws or a resolution of its Board of Directors and that he acknowledges said instrument to be the free act and deed of said corporation.

Given under my hand and official seal his instrument was acknowledged before me this 31st of MARCH, 2004.

Gaye Anne Alexander
Notary Public:

My commission expires: 2/4/2008

