

# UNOFFICIAL COPY



Doc#: 0424049066  
Eugene "Gene" Moore Fee: \$34.50  
Cook County Recorder of Deeds  
Date: 08/27/2004 09:57 AM Pg: 1 of 6

Space Above This Line For Recording Data

Prepared By: National City Mortgage Co.  
Loren Cline Loss Mitigation  
Building 2  
3232 Newmark Drive  
Miamisburg OH 45342  
NCM 9665403

**WHEN RECORDED MAIL TO:**  
**First American Title**  
**P.O. Box 27670**  
**Santa Ana, CA 92799**  
**Attn: Recording Dept.**

01995981

FHA Case No.  
703 137-0251720

## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement") is made this 22nd day of June, 2004,  
between LAVANCE SHADE ("Borrower(s)")  
and National City Mortgage Co. dba Commonwealth United Mortgage Company ("Lender"),  
amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure  
Debt (the "Security Instrument"), dated December 17, 1999 and recorder June 5, 2000  
as Document No. 402888

of the Official Records of Cook County, Illinois  
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

14505 S DANTE AVE, DOLTON IL, 60419

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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. As of July 1, 2004, the amount payable under the Note and the Security Instrument ( the "unpaid Principal Balance") is U.S. \$128,777.42, consisting of the amount(s) loaned to the Borrower(s) by the lender and any interest capitalized to date.
2. The borrower(s) 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 8.500% from July 1, 2004. The Borrower(s) promises to make monthly payments of principal and interest of U.S. \$990.19 beginning on the day of August 1, 2004 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on July 1, 2034, the Borrower(s) still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower(s) will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at (Lender's address)

National City Mortgage Co.  
3232 Newmark Drive,  
Miamisburg Ohio, 45342

or at such other place as the Lender may require.

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THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE **STATE OF ILLINOIS, COUNTY OF COOK, CITY OF DOLTON**, AND DESCRIBED AS FOLLOWS:

ALL OF LOT 18 AND THE SOUTH 10 FEET OF LOT 19 IN BLOCK 3 IN CALUMET STONY ISLAND SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT THE SOUTH 1 FOOT THEREOF) OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A. P. No.: **29-02-429-028-0000**

Property of Cook County Clerk's Office

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3. The Borrower(s) represents that the Borrower(s) LS is, \_\_\_\_\_ is not, the occupant of the Property.
4. The Security Instrument, including without limitations, 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(s) 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 number 1 above:
  - a. 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.
5. Nothing in this Agreement shall be understood or construed to 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(s) and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Lavance Shade  
LAVANCE SHADE

Lakita Shade  
Witness Signature  
Witness Printed Name: LAKITA SHADE

\_\_\_\_\_  
(Space Below This Line For Acknowledgement)

STATE OF Illinois :  
COUNTY OF Cook

On this 25 day of June, 2004, before me a notary public came the above named

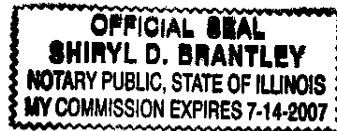
LAVANCE SHADE

acknowledged the within indenture of Mortgage to be their act and deed, and desired the same to be recorded as such.

Witness my hand and seal, the day and year aforesaid.

Sheryl Brantley  
Notary Public Signature

My commission expires: 7/14/2007



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LENDER: National City Mortgage Co.

BORROWER(S): LAVANCE SHADE

PROPERTY ADDRESS: 14505 S DANTE AVE  
DOLTON IL 60419

LOAN NUMBER: 9665403

### ERROR AND OMISSIONS/COMPLIANCE AGREEMENT

STATE OF Illinois  
COUNTY OF Cook

The undersigned borrower(s) for and in consideration of the above referenced Lender this date funding the closing of this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs.

The undersigned borrower(s) do hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

DATED effective this 22nd day of June

Lavance Shade  
LAVANCE SHADE (Borrower)

Sworn to and subscribed before me this 25 day of June, 2004.

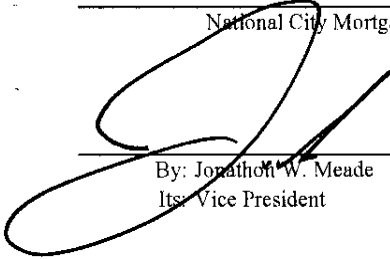


Sheryl D. Brantley  
(Notary Public)

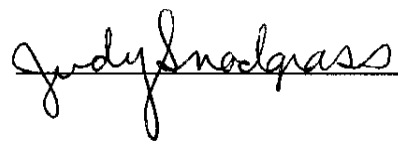
My Commission Expires: 7/14/2007

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\_\_\_\_\_  
National City Mortgage (Seal)

  
By: Jonathon W. Meade  
Its: Vice President

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Space Below This Line For Corporate Acknowledgement)

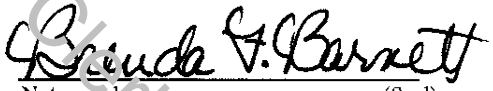
STATE OF: OHIO

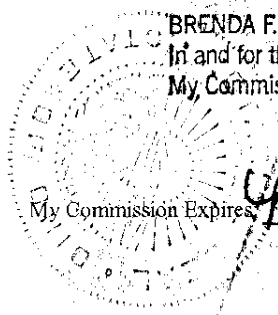
COUNTY OF: MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared Jonathon W. Meade, the  
Vice President of National City Mortgage, known to me to be a person whose name is subscribed  
to the following instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein  
expressed as the act and deed of said corporation/association and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 4th day of August, 2004.

BRENDA F. BARNETT, Notary Public  
in and for the State of Ohio  
My Commission Expires May 2, 2007

  
\_\_\_\_\_  
Notary Public (Seal)  
Printed Name



My Commission Expires May 2, 2007