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Loan Modification Agreement

BATCH

1 of 16

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20966713

PREPARED BY:
MOSS CODILIS, L.L.P.
6560 Greenwood Plaza Boulevard, Suite 550
Englewood, CO 80111
Preparer: Cambria Serrano - Loss Mitigation

Loan No. 000400928

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made **August 19, 2004**, between **Lee Johnson and Delores Johnson**, "Borrower(s)", residing at 1147 East 163rd Street, South Holland, Illinois, 60473, and **Aurora Loan 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 hereinafter described, amends and supplements (1) the Note dated October 6, 1988, made in the amount of \$89,890.00, and (2) the Security Instrument dated October 6, 1988, granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for lender and lender's successor and assigns) and recorded October 7, 1988, as Document No. 3744722, in the official records of Cook County which covers the real property described in said Security Instrument, located at: 1147 East 163rd Street, South Holland, Illinois 60473 ("Property"), and more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.
TAX ID #: 29-23-118-003-0000

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 **September 1, 2004**, the amount payable under the Note and the Security Instrument is **\$70,871.94** ("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 **\$7,910.46** have been added to the indebtedness under the terms of the Note and Security Instrument and the loan reamortized over **170** months. When payments resume on **October 1, 2004**, the New Unpaid principal Balance will be **\$78,782.40**.

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 **10.000%** from **September 1, 2004**, and Borrower(s) promise to pay monthly payments of principal and interest in the amount of **\$868.35 (this figure does not include tax and insurance amounts)** beginning **October 1, 2004**, 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, 2018**, ("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.

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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.

If Lender exercises this option, the Lender shall give the Borrower(s) notice of acceleration. The notice 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 Mortgagee 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 comply 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.

6. Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security instrument as a result of the Borrower's default of its obligations thereunder. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

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BORROWER(S):

Lee Johnson 8-24-04
Lee Johnson (Date)

Delores Johnson 8-24-04
Delores Johnson (Date)

Veronica Mills
WITNESS SIGNATURE
(PRINT NAME) Veronica Mills

Daphne Williams
WITNESS SIGNATURE
(PRINT NAME) Daphne Williams

STATE OF Illinois)

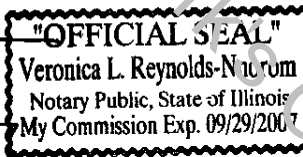
COUNTY OF Cook)

On this 24th day of August, 2004 before me, the undersigned, a Notary Public in and for said State, personally appeared Lee Johnson and Delores Johnson 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 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.

Veronica L. Reynolds-Narom
Signature of Notary

My Commission Expires: September 29, 2007



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AURORA LOAN SERVICES, INC., LENDER

BY: [Signature]
Cathy Jarboe
TITLE: Vice President

[Signature]
WITNESS SIGNATURE
(PRINT NAME) Valerie Gomez

(CORPORATE SEAL)



[Signature]
WITNESS SIGNATURE
(PRINT NAME) Crystal VanGelder

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MORTGAGEE)

BY: [Signature]
Claudia Waterman
TITLE: Vice President

[Signature]
WITNESS SIGNATURE
(PRINT NAME) Anna Timblin

(CORPORATE SEAL)



[Signature]
WITNESS SIGNATURE
(PRINT NAME) Josh Mendoza

STATE OF NEBRASKA)

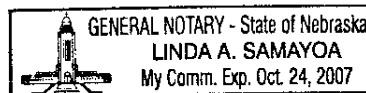
COUNTY OF SCOTTS BLUFF)

On this 31 day of August, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Cathy Jarboe, Vice President AURORA LOAN SERVICES, INC., LENDER and Claudia Waterman, 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.

Linda A. Samayoa
Signature of Notary



My Commission Expires: Oct. 24, 2007

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Exhibit "A"

LOT 10 IN HOEKSTRA'S FOURTH ADDITION TO DUTCH VALLEY, SOUTH HOLLAND, ILLINOIS, BEING A SUBDIVISION OF PART OF LOTS 1, 2 AND 3 OF ANKER'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MARCH 8, 1960, AS DOCUMENT NO. 1911879, IN COOK COUNTY, ILLINOIS.

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LOAN MODIF AGREE
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