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Doc#: 0430749015
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 11/02/2004 09:45 AM Pg: 1 of 4

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

2107533

GMAC Mortgage Corporation
Attention: Loss Mitigations Department
3451 Hammond Avenue
Waterloo, IA 50702-5345

Prepared by:

Address: 3451 Hammond Avenue
Waterloo, IA 50702-5345

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

Loan No: 307139698

This Loan Modification Agreement ("Agreement"), made this 2nd day of September 2004, between MARC E ABROM ("Borrower") and GMAC Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated April 10, 2001, in the original principal sum of U.S. \$93,433.00, and recorded on 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 14836 PERRY AVE, SOUTH HOLLAND IL, 60473 the real property described being set forth as follows:

See Attached Sheet.

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 01, 2004, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U. S. \$116,366.32, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
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 7.875%, from October 01, 2004. The Borrower promises to make monthly payments of principal and interest of U.S. \$871.85 beginning on the 1st day of November 2004, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on May 01, 2031 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.
The Borrower will make such payments at 3451 Hammond Avenue, Waterloo, IA 50702-5345 or at such other place as the Lender may require.
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.
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 this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.
4. The Borrower also will comply with all other covenants, agreements, and requirements of the

* Capitalized Amount \$23,873.03

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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.

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.

6. Borrower releases Servicer, its subsidiaries, affiliates, agents, officers and employees, from any and all claims, damages or liabilities of any kind existing on the date of this Agreement, which are in any way connected with the origination and/or servicing of the Loan, and/or events which resulted in Borrower entering into this Agreement. Borrower waives any rights which Borrower may have under federal or state statutes or common law principle which may provide that a general release does not extend to claims which are not known to exist at the time of execution, including without limitation (if applicable), California Civil code Sec. 1542, which provides as follows: "GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

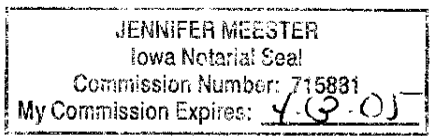
GMAC Mortgage Corporation (Seal)
Lender

By Kristi M. Caya
Kristi M. Caya
Limited Signing Officer



State of Iowa)
County of Black Hawk) ss

On the 20 day of September, 2004, before me personally came Kristi M. Caya, Limited Signing Officer of GMAC Mortgage Corporation, 3451 Hammond Avenue, Waterloo, Iowa 50702, to me known who, being by me duly sworn, did depose and say that the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that (s)he signed his/her name thereto by like order.



Jennifer Meester
Notary Public

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[Space Below This Line For Acknowledgments]

Marc E. Abrom (seal)

MARC E ABROM

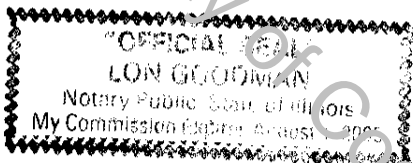
Borrower

State of IL Illinois }
County of COOK COOK } ss

On Sept 9, 2004, before me LON GOODMAN, personally appeared MARC E ABROM, 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

[Signature]



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D. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, CITY OF SOUTH HOLLAND, AND DESCRIBED AS FOLLOWS:

LOT 167 IN ROBERTSON'S RIVERSIDE SUBDIVISION OF THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: TO WIT: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTH WEST 1/4 DISTANT 434.28 FEET EAST OF THE NORTH AND SOUTH CENTER LINE OF SAID SOUTH WEST 1/4 THENCE NORTH 5 DEGREES EAST 2451.24 FEET, THENCE EAST 587.50 FEET TO THE WATERS EDGE OF LITTLE CALUMET RIVER, THENCE SOUTHERLY ALONG THE EDGE OF SAID RIVER TO A POINT WHICH IS DISTANT NORTH 6-3/4 DEGREES EAST 1326.6 FEET FROM THE SOUTH LINE OF SAID SOUTH WEST 1/4 THENCE SOUTH 6-3/4 DEGREES WEST 1326.6 FEET TO THE SOUTH LINE OF SAID SOUTH WEST 1/4 THENCE WEST 665.28 FEET TO THE POINT OF BEGINNING.

A. P. No.: 29-09-364-052-0000

LIMITATION OF LIABILITY

THIS REPORT CONTAINS INFORMATION OBTAINED FROM PUBLIC RECORDS IN THE COUNTY WHERE THE LAND IS LOCATED WHICH GIVES NOTICE OF MATTERS RELATING TO SAID LAND. EASEMENTS, RIGHTS OF WAY AND CC&R'S ARE NOT REPORTED. THIS REPORT IS NOT INTENDED TO BE, NOR SHOULD IT BE RELIED UPON AS A LEGAL OPINION OF TITLE OR ANY FORM OF TITLE INSURANCE. AS A PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, THE RECIPIENT AGREES THAT FIRST AMERICAN NATIONWIDE TITLE SERVICES' SOLE LIABILITY FOR ANY LOSS OR DAMAGE ARISING BY REASON OF ANY ERROR OR OMISSION CONTAINED HEREIN SHALL BE LIMITED BY THIS PARAGRAPH.