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Doc#: 0432449103
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 11/19/2004 11:40 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:

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

2103675

Loan # 0005700132

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

This Loan Modification Agreement ("Agreement"), made this 14th day of October, 2004, between Alfred Ellis, a single man, ("Borrower") whose address is 1301 N Latrobe Avenue, Chicago, IL 60651 and ABN AMRO Mortgage Group, Inc. ("Lender") 2600 W. Big Beaver Road, Troy, MI 48084, amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated November 21, 1997 in the amount of \$73,100.00 and recorded in Instrument No. 97893450, of the Records of Cook County 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 1301 N Latrobe Avenue, Chicago, IL 60651 the real property described being set forth as follows:

LEGAL DESCRIPTION

SEE ATTACHED

*This property is or will be improved by a single family dwelling.

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 1, 2004 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$76,849.25, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date. The existing principal balance prior to modification was \$67,005.02.
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 monthly rate of 7.375 %, from October 1, 2004. The Borrower promises to make monthly payments of principal and interest of U.S. \$530.78, 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 October 1, 2034 (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.

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The Borrower will make payments at ABN AMRO Mortgage Group, Inc. 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 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.

This Document Drafted By:
ERICA ZEPP
ABN AMRO Mortgage Group, Inc.
320 E. Big Beaver Road
Troy, MI 48083

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

LOT 17 IN TATAROW'S RESUBDIVISION OF LOTS 1 TO 15 AND LOTS 20 TO 24, ALL INCLUSIVE IN BLOCK 1, LOTS 1 TO 15 AND LOTS 20 TO 24, ALL INCLUSIVE IN BLOCK 2, ALL IN ROBINSON AVENUE LAND ASSOCIATION'S SUBDIVISION OF THE EAST 10.720 ACRES OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO ALL OF NORTH AND SOUTH 16 FOOT VACATED ALLEY AND THAT PART OF EAST AND WEST 16 FOOT VACATED ALLEY LYING EAST OF WEST LINE OF LOT 15 PRODUCED SOUTH 16 FEET IN BLOCK 1 IN ROBINSON AVENUE LAND ASSOCIATION'S SUBDIVISION AFORESAID; ALSO ALL OF NORTH AND SOUTH 16 FOOT VACATED ALLEY AND THAT PART OF EAST AND WEST 16 FOOT VACATED ALLEY LYING EAST OF WEST LINE OF LOT 15 PRODUCED SOUTH 16 FEET IN BLOCK 2 IN ROBINSON AVENUE LAND ASSOCIATION'S SUBDIVISION AFORESAID; ALSO THAT PART OF VACATED WEST KAMERLING AVENUE SOUTH AND ADJOINING BLOCK 1 AND NORTH AND ADJOINING BLOCK 2 LYING EAST OF THE WEST LINE OF LOT 20 IN BLOCK 1 PRODUCED SOUTH 66 FEET OF ROBINSON AVENUE LAND ASSOCIATION'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

A. P. No.: 16-04-121-016-0006

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Shantay R. Perez
First Witness Signature

Shantay R. Perez
(First Witness Please Print Name)

Alfred Ellis
ALFRED ELLIS

Kristen Fumo
Second Witness Signature

Kristen Fumo
(Second Witness Please Print Name)

(Borrower)

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this the 14th day of October, 2004, before me Adriana Suarez A NOTARY PUBLIC, the undersigned officer, personally appeared Alfred Ellis, known to me (or satisfactorily proven) to be the person(s) whose name is subscribed to the within instrument, and acknowledged that (she) (he) executed the same for the purposes therein contained.

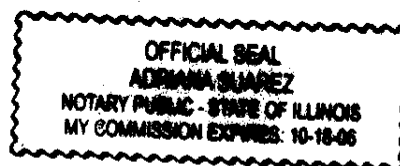
In witness whereof, I hereunto set my hand and official seals.

Adriana Suarez

Notary Public

Cook County, Illinois

My Commission Expires: 10-18-06



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*****SPACE BELOW THIS LINE FOR LENDER USE ONLY *****
 ABN AMRO MORTGAGE GROUP, INC.

Leila Myn
 Witness leila mync

By: Susan Street
 SUSAN STREET

Latisha Johnson
 Witness LATISHA JOHNSON

ITS: OFFICER

STATE OF MICHIGAN)
) SS
 COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 19th day
 of October, 2004, by SUSAN STREET, the OFFICER of
 ABN AMRO MORTGAGE GROUP, INC., on behalf of the bank.

[Signature]

Notary Public

Prepared by:

AFTER RECORDING RETURN TO:

ABN AMRO Mortgage Group, Inc.
 2600 West Big Beaver Road
 Troy, Michigan 48084

_____, County, Michigan

My Commission Expires _____

[Stamp]
 Clerk's Office