

# UNOFFICIAL COPY

RECORD AND RETURN TO: *MPG*  
FIRST AMERICAN TITLE  
P.O. BOX 27670 *2279839*  
SANTA ANA, CALIFORNIA 92799-7670  
ATTN: SPECIAL DEFAULT SERVICES DIVISION



Doc#: 0507049080  
Eugene "Gene" Moore Fee: \$42.50  
Cook County Recorder of Deeds  
Date: 03/11/2005 08:38 AM Pg: 1 of 10

\_\_\_\_\_  
[Space Above This Line for Recording Data] \_\_\_\_\_  
0010131084

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

This Loan Modification Agreement ("Agreement"), made this 1ST day of JANUARY, 2005, between WILLIAM MCSWEENEY AND VIRGINIA VOEDISCH

("Borrower") and Option One Mortgage, a California Corporation

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated NOVEMBER 18, 2002 and recorded in \_\_\_\_\_, of the Official \_\_\_\_\_ Records of

COOK COUNTY, ILLINOIS

[County and State, or other Jurisdiction]

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

2617 ELGIN RD, EVANSTON, ILLINOIS 60201

[Property Address]

the real property described being set forth as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;**

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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 and Security Instrument):

1. As of **JANUARY 1, 2005**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **279,718.31**, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **8.500** %, from **JANUARY 1, 2005**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **2,186.89**, beginning on the **1ST** day of **FEBRUARY, 2005**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **8.500** % 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 **DECEMBER 01, 2032** (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.

Borrower will make such payments at **6501 IRVINE CENTER DRIVE  
IRVINE, CALIFORNIA 92618** or at such other place as Lender may require.

3. 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 Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, 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, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

4. 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 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, 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 Rewards 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.

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- 5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
  
- 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 Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

**Option One Mortgage, a California Corporation**

\_\_\_\_\_  
 By: *[Signature]* \_\_\_\_\_ (Seal)  
 -Lender

\_\_\_\_\_  
*William S. McSweeney*  
 WILLIAM MCSWEENEY \_\_\_\_\_ (Seal)  
 -Borrower

\_\_\_\_\_  
*Virginia A. Voedisch*  
 VIRGINIA VOEDISCH \_\_\_\_\_ (Seal)  
 -Borrower

\_\_\_\_\_  
 \_\_\_\_\_ (Seal)  
 -Borrower

\_\_\_\_\_  
 \_\_\_\_\_ (Seal)  
 -Borrower

\_\_\_\_\_  
 \_\_\_\_\_ (Seal)  
 -Borrower

\_\_\_\_\_  
 \_\_\_\_\_ (Seal)  
 -Borrower

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ILL [Space Below This Line for Acknowledgments] Cook

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 1-11-05 by



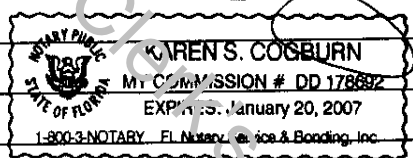
Signature of Person Taking Acknowledgment Nancy Ann Zeis  
Printed Name \_\_\_\_\_  
Title or Rank \_\_\_\_\_  
Serial Number, if any \_\_\_\_\_

### LENDER ACKNOWLEDGMENT

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this JANUARY 31, 2005 by  
of JAMES DAVIS, the VICE PRESIDENT  
a OPTION ONE MORTGAGE CORP  
on behalf of said entity.

Signature of Person Taking Acknowledgment \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title or Rank \_\_\_\_\_  
Serial Number, if any \_\_\_\_\_



LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
FAND# 3179-4 Rev. 07-30-03

Form 3175-101 (rev. 8/01)  
(page 4 of 4)

**THIS DOCUMENT WAS PREPARED BY:**  
**Kendra Johnson**  
Option One Mortgage, a California Corporation  
3 ADA  
IRVINE, CALIFORNIA 92618

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MCSWEENEY  
2617 ELGIN RD  
EVANSTON, ILLINOIS 60201  
Option One Mortgage, a California Corporation

## NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

**Receipt of Notice.** The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

*William S. McSweeney* \_\_\_\_\_ *1/10/05*  
Borrower \_\_\_\_\_ Date  
WILLIAM MCSWEENEY

*Virginia A. Voedisch* \_\_\_\_\_ *1-10-05*  
Borrower \_\_\_\_\_ Date  
VIRGINIA VOEDISCH

\_\_\_\_\_  
Borrower \_\_\_\_\_ Date

\_\_\_\_\_  
Borrower \_\_\_\_\_ Date

\_\_\_\_\_  
Borrower \_\_\_\_\_ Date

\_\_\_\_\_  
Borrower \_\_\_\_\_ Date

MCSWEENEY  
2617 ELGIN RD  
EVANSTON, ILLINOIS 60201  
Option One Mortgage, a California Corporation

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0010131084

**ERRORS AND OMISSIONS  
COMPLIANCE AGREEMENT**

In consideration of  
**Option One Mortgage, a California Corporation**

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including, without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

*William B. McSweeney*  
\_\_\_\_\_  
WILLIAM MCSWEENEY

*1/10/05*  
\_\_\_\_\_  
Date

*Virginia A. Voedisch*  
\_\_\_\_\_  
VIRGINIA VOEDISCH

*1-10-05*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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## LEGAL DESCRIPTION

SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO-WIT;

THE WESTERLY 12 FEET OF LOT 5, ALL OF LOT 7 AND LOT 8 (EXCEPT THE WESTERLY 12 FEET OF SAID LOT 8) IN EVANSTON-LINCOLNWOOD FOURTH ADDITION, BEING A SUBDIVISION OF LOTS 11E AND 12B IN HAPP'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A. P. No.: **10-14-204-051-0000**

Property of Cook County Clerk's Office

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NOTICE OF RIGHT TO CANCEL

0010131084

### Your Right To Cancel

You are entering into a transaction that will result in a security interest in your home. You have a legal right under Federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

- (1) the date of the transaction, which is **JANUARY 1, 2005** ; or
- (2) the date you received your Truth in Lending disclosures; or
- (3) the date you received this notice of your right to cancel.

If you cancel the transaction, the security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the security interest in your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

### How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing, at:  
**Option One Mortgage, a California Corporation**  
**3 ADA**  
**IRVINE, CALIFORNIA 92618**

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of **FEBRUARY 4, 2005** (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

Consumer's Signature \_\_\_\_\_ Date: \_\_\_\_\_

The undersigned acknowledges receipt of two copies of the foregoing "Notice of Right to Cancel," as well as one copy of other Truth in Lending disclosures.

*William S. McSweeney*  
Consumer's Signature \_\_\_\_\_ Date: 1/10/05  
**WILLIAM MCSWEENEY**

### CERTIFICATE OF CONFIRMATION

As more than three business days have elapsed since the undersigned received the foregoing "Notice of Right to Cancel" (or more than three business days following the latest of the three events listed in the foregoing notice), the undersigned represents and warrants that he/she has not exercised his/her right to rescind, and that he/she does not wish to and will not rescind said transaction.

*William S. McSweeney*  
Consumer's Signature \_\_\_\_\_ Date: 1/10/05  
**WILLIAM MCSWEENEY**



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NOTICE OF RIGHT TO CANCEL

0010131084

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You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

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Virginia A. Voedisich  
Consumer's Signature \_\_\_\_\_ Date: 1-10-05  
**VIRGINIA VOEDISCH**

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Virginia A. Voedisich  
Consumer's Signature \_\_\_\_\_ Date: 1-10-05  
**VIRGINIA VOEDISCH**

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT  
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Creditor: **Option One Mortgage, a California Corporation**  
**3 ADA**  
**IRVINE, CALIFORNIA 92618**

Loan Number: **0010131084**  
Date: **JANUARY 1, 2005**

Borrower(s) Name(s): **WILLIAM MCSWEENEY AND VIRGINIA VOEDISCH**

Mailing Address: **2617 ELGIN RD, EVANSTON, ILLINOIS 60201**  
Property Address: **2617 ELGIN RD, EVANSTON, ILLINOIS 60201**

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.	<b>Total Payments</b> The amount you have paid after you have made all payments as scheduled.
<b>8.500</b> %	<b>\$ 452,895.45</b>	<b>\$ 279,718.31</b>	<b>\$ 732,613.76</b>

**YOUR PAYMENT SCHEDULE WILL BE:**

Number of Payments	Amount of Payments	When Payments Are Due	Number of Payments	Amount of Payments	When Payments Are Due
<b>334</b>	<b>2,186.89</b>	<b>Monthly Beginning: 02/01/2005</b>			
<b>1</b>	<b>\$2,195.84</b>	<b>12/01/2032</b>			

**Variable Rate Feature:** Your loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to you earlier.

**Insurance:** You may obtain property insurance from anyone you want that is acceptable to Lender.

**Security:** You are giving a security interest in the property being purchased or refinanced.

**Filing or Recording Fees:** \$

**Late Charge:** If a payment is more than **16** days late, you will be charged **6.000** % of the payment.

**Prepayment:** If you pay off early, you  may  will not have to pay a penalty.  
 may  will not be entitled to a refund of part of the finance charge.


**Assumption:** Someone buying your property  may  may, subject to conditions  may not assume the remainder of your loan on the original terms.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties. All numerical disclosures except the late payment disclosure are estimates.

NOTE: The Payments shown above include reserve deposits for Mortgage Insurance (if applicable), but exclude Property Taxes and Insurance.

THE UNDERSIGNED ACKNOWLEDGES RECEIVING A COMPLETED COPY OF THIS DISCLOSURE.

  
WILLIAM MCSWEENEY

  
VIRGINIA VOEDISCH