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Doc#: 0510249014
Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 04/12/2005 07:08 AM Pg: 1 of 6

LOAN MODIFICATION AGREEMENT

RECORDING REQUESTED BY
ABN AMRO MORTGAGE GROUP

WHEN RECORDED MAIL TO:

FIRST AMERICAN TITLE CO.
Loss Mitigation Title Services - LMTS.
P. O. BOX 27670
SANTA ANA, CA 92799-7670
Attention: JOANNE BUI

ORDER NUMBER: 2330885

STATE ILLINOIS
COUNTY COOK



LENDERS ADVANTAGE

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(ADDITIONAL RECORDING FEE APPLIES)

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Loan # 0620174130

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 28th day of January, 2005, between Lonnie Samuel & Tammie Samuel, husband and wife ("Borrower") whose address is 206 Oriole Rd., Matteson, IL 60443 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 (D) in the amount of \$140,780.00 and recorded in instrument no. 0020095252, 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 206 Oriole Rd., Matteson, IL 60443 the real property described being set forth as follows:

LEGAL DESCRIPTION

SEE ATTACHMENT

*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 January 01, 2005 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 149,979.95 , 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 \$137,698.12 .
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 7.25%, from January 01, 2005. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,055.10 , beginning on the 1st day of February 01, 2005, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on February 01, 2032 (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 payments at ABN AMRO Mortgage Group, Inc. or at such other place as the Lender may require.

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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, of 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:
LATISHA JOHNSON
ABN AMRO MORTGAGE GROUP, INC.
2600 W. BIG BEAVER ROAD
TROY, MI 48084

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

Lorally G. Harris

First Witness Signature

DOROTHY J. HARRIS

(First Witness Please Print Name)

Stacy E. Domez

Second Witness Signature

Stacy E. Domez

(Second Witness Please Print Name)

Lonnie Samuel

LONNIE SAMUEL (Borrower)

Tammie Samuel

TAMMIE SAMUEL (Borrower)

STATE OF Illinois)

COUNTY OF Cook)

) SS

On this the 28 day of January, 2005, before me Barbara White A NOTARY PUBLIC, the undersigned officer, personally appeared _____, 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.

Notary Public

Cook County,

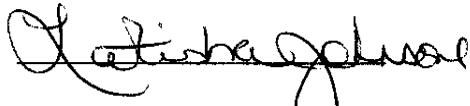
My Commission Expires:



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*****SPACE BELOW THIS LINE FOR LENDER USE ONLY*****

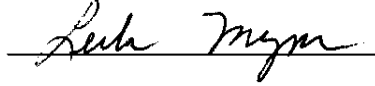
ABN AMRO MORTGAGE GROUP, INC.



Witness LATISHA JOHNSON

By: 

SUSAN STREET



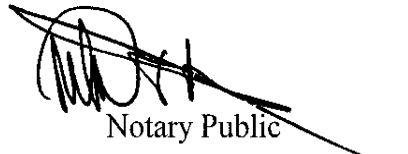
Witness leila mync

ITS: _____

OFFICER

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

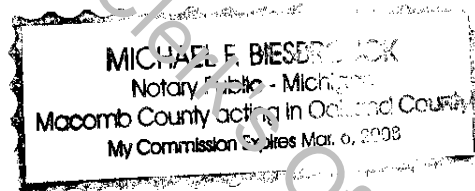
The foregoing instrument was acknowledged before me this 1st day
of FEBRUARY, 2005, by SUSAN STREET, the OFFICER
of ABN AMRO MORTGAGE GROUP, INC., on behalf of the bank.


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 _____



Legal (Reference: 0620174130) for Order Number 2302613

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SITUATED IN THE COUNTY OF COOK AND IN THE STATE OF ILLINOIS, TO WIT:

LOT 532 IN WOODGATE GREEN UNIT NUMBER 4, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, AND PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, ALL IN TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A. P. No.: **31-17-207-037-0000**

Property of Cook County Clerk's Office