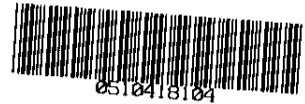


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Doc#: 0510418104
Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 04/14/2005 02:06 PM Pg: 1 of 6

Chase Manhattan Mortgage Corporation
3415 Vision Drive
Columbus, Ohio 43219
Prepared by Tracy Snyder
Re: 1507730091

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made effective the First day of September, 2004, between MELISSA BARRAGAN, ("Borrower") and Chase Manhattan Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") to BERKSHIRE MORTGAGE CORPORATION, dated DECEMBER 17, 1998, and recorded as instrument no. 08190984, on DECEMBER 31, 1998 of the Records of COOK County (2) the Note bearing the same date as, and secured by, the Security Instrument ("Note"), (collectively, the "Loan Documents"), which cover the real and personal property described in the Security Instrument and defined therein as the "Property", located at 11042 SOUTH AVENUE C, CHICAGO, ILLINOIS 60617, with the original principal balance U.S. \$87,850.00, and the principal balance before the loan modification being U.S. \$82,382.58, the real property described being set forth as follows:

LOT 30 IN FAIR ELMS FOURTH ADDITION, A RESUBDIVISION OF BLOCKS 5, 10, 14, THE EAST 133 FEET OF BLOCK 11 THE EAST 1/2 OF BLOCK 13 (EXCEPT THE SOUTH 130 FEET THEREOF) AND THE WEST 1/2 OF BLOCK 15, TOGETHER WITH THE SOUTH 130 FEET OF THE EAST 1/2 OF SAID BLOCK 15 ALL IN THE FIRST ADDITION TO F.J. LEWIS' SOUTHEASTERN DEVELOPMENT BEING A SUBDIVISION IN THE EAST FRACTIONAL 1/2 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 16, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A. P. No.: 26-17-401-031-0000

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Loan Documents):

1. As of September 1, 2004, the amount payable under the Loan Documents is U.S. \$85,910.77 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Maturity Date of the above referenced Note has not been amended from January 01, 2029.

after Recording - mail To:
Chase Manhattan Mtg. Corp - Attn: Katrina Johnson
1500 N. 19th St., Monroe, LA 71201

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3. 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 yearly rates as specified below:
 - (a) The rate of 7.000% for the payments due from October 1, 2004 through and including January 01, 2029.
4. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. The Borrower promises to make monthly payments of principal and interest as specified below:
 - (a) Monthly payments of \$613.39 for the payments due from October 1, 2004 through and including January 01, 2029. If on the Maturity Date, the Borrower still owes amounts under the Loan Documents as amended by this Agreement, the Borrower will pay such amounts in full on the Maturity Date.

The Borrower will make such payments at P.O. Box 78920, Phoenix, AZ 85062-8920, or at such other place as the Lender may require.
5. 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 the Loan Documents. 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 the Loan Documents. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on the Borrower.
6. The Borrower also will comply with all other covenants, agreements, and requirements of the Loan Documents, 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 Loan Documents; 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 Loan Documents (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 affected to, wholly or partially incorporated into, or is part of, the Loan Documents and that contains any such terms and provisions as those referred to in (a) above.

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- Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Loan Documents. Except as otherwise specifically provided in this Agreement, the Loan Documents 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.

JMKatz
Witness 1 Signature

Melissa Barragan
MELISSA BARRAGAN

Jaimie Katz
Printed Name of Witness

AK Guajardo
Witness 2 Signature

Amy K Guajardo
Printed Name of Witness

Clerk of Cook County Clerk's Office

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Chase Manhattan Mortgage Corporation

B. B. J.
Witness 1

[Signature]
Amanda J. Stark
Assistant Vice President

Ben Buehler
Printed Name of Witness

Beverly Darnell
Witness 2 Signature

BEVERLY DARNELL
Printed Name of Witness

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ACKNOWLEDGEMENT

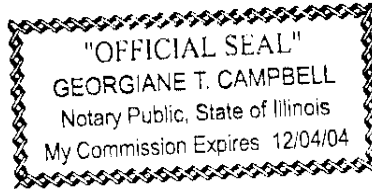
STATE OF ILLINOIS
COUNTY OF COOK

Before me, a Notary Public, in and for said County, personally appeared the above named MELISSA BARRAGAN who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at _____, this 1 day of SEPTEMBER, 2004.

Georgiane T. Campbell
Notary Public

My commission expires: 12/04/04



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STATE OF OHIO
COUNTY OF FRANKLIN

Before me, a Notary Public, in and for said County, personally appeared Amanda J. Stark, to me known and known to the person who, as an Assistant Vice President of Chase Manhattan Mortgage Corporation, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that said person did so sign said instrument in the name and behalf of said corporation as such officer; that the same is that person's free act and deed as such officer, and the free and corporate act and deed of said corporation; that said person was duly authorized thereunto by its Board of Directors.

In Testimony Whereof, I have hereunto subscribed my name, and affixed my official seal, at Columbus, Ohio, this 5th day of November, 2004



M.J. HINES
Notary Public, State of Ohio
My Commission Expires 08-28-08

M.J. Hines

Notary Public

My commission expires _____

Office of Cook County Clerk's Office