



Doc#: 0513616265
Eugene "Gene" Moore Fee: \$54.50
Cook County Recorder of Deeds
Date: 05/16/2005 03:04 PM Pg: 1 of 4

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UPB #295117920
FNMA #1692624182

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **1st of December 2004**, between **Ken O' Brien and Union Planters Bank, N.A. DBA Regions Mortgage** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated September 18, 2003 and recorded in **Book # 0326101036 and Page(s) 1 of 12** of the Records of Mortgages and Deeds of Trust on Lands on file in the office of the Chancery Clerk of **County of Cook, 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 **8548 S. 84th Avenue, Hickory Hills, IL 60457** the real property described being set forth as follows:

See Exhibit A

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 1, 2005**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$277,245.09** consisting of the amount(s) loaned to the Borrower the Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the **7.25%** from **January 1, 2005**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,918.00 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. If on **August 1, 2033 (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 **Union Planters Bank, N.A. DBA Regions Mortgage P.O. Box 2127 Memphis, TN 38101-2127** or at such other place as the Lender may require.

"In the event the underlying debt has been discharged as a result of a bankruptcy proceeding, Lender hereby acknowledges that its recourse in collection matters shall be limited to the collateral described in the Security Instrument. Notwithstanding the above, Borrower hereby acknowledges that Lender retains certain rights in the Security Instrument in the event there is a default under the terms of the Security Instrument. The parties acknowledge that the consideration for this Agreement shall be the Lender's forbearance from exercising the aforesaid rights under the Security Instrument."

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 cancelled, null and void, as of the date specified in paragraph No. 1 above:

S-X
P-4
S-Y
M-Y
MIT-

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Officer being authorized to do so executed the foregoing instrument for the purposes therein contained, by signing the name of the Association by him/herself as such Officer.

WITNESS MY HAND AND NOTARIAL SEAL AT OFFICE THE DAY AND YEAR ABOVE WRITTEN.

Notary Public

My Commission Expires:

Form 3179 2/88 (page 2 of 2 pages)

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LOT 3 IN WINNICK'S SUBDIVISION OF LOTS 17 AND 18 IN ROBERT BARTLETT'S WOODLANDS PARK, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JULY 27, 1979 AS DOCUMENT NUMBER 3107181, IN COOK COUNTY, ILLINOIS.

18.35.309.029

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