

# UNOFFICIAL COPY



Doc#: 0520855094

Eugene "Gene" Moore Fee: \$34.50

Cook County Recorder of Deeds

Date: 07/27/2005 08:10 AM Pg: 1 of 6

---

## Loan Modification Agreement

RECORDING REQUESTED BY  
First American Title

WHEN RECORDED MAIL TO:

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

ORDER NUMBER: 2465214

STATE Illinois  
COUNTY Cook



LENDERS ADVANTAGE

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

**UNOFFICIAL COPY**

AFTER *When Recorded Return To:* MOD 1  
 AI First American Title Company MPG  
 P.O. Box 27670  
 Santa Ana, CA 92799 2465214  
 Attn: Loss Mitigation Title Services

ABN AMRO LOAN #: 0009011421

THIS DOCUMENT WAS PREPARED BY: **VERONICA FRASIER**

**LOAN MODIFICATION AGREEMENT**

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS:  
 ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND  
 ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE  
 THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement ("Modification"), effective the 1<sup>ST</sup> day of May 2005, between **Cheryl L. Davis** ("Borrower") and ABN AMRO Mortgage Group, Inc ("Lender"), amends and supplements (1) the Note ("Note") made by **Cheryl L. Davis, A Single Person** in the original principal sum of U.S. **\$190,000.00** dated April 10, 2002 and (2) the Mortgage, Deed of Trust (the "Security Instrument"), dated April 10, 2002 Recorded April 19, 2002 **Document #0020452612 3255/0133** in the Official Records of Cook County, IL. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), located at **18025 S. Laverne, Country Club Hills, IL 60478** the real property being described as follows:

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument, and the Lender has agreed pursuant to the terms and conditions herein. In consideration of the agreements herein, and other good and valuable consideration, the Borrower and Lender hereby agree to modify the terms of the Note and Security Instrument as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower represents that the Borrower is the occupant of the Property.
2. The Borrower acknowledges that the Lender has incurred, paid or otherwise, taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such costs and expenses, together with unpaid accrued interest, in the total amount of **\$22,366.86** has been added to the indebtedness under the terms of the Note and Security Instrument, and that as of **May 01, 2005**, the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$207,416.40**

# UNOFFICIAL COPY

## Modification Agreement Page Two

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 the yearly rate of **6.250%**, beginning **May 01, 2005**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,177.58** beginning on the **1<sup>st</sup> day of June, 2005**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **May 01, 2045** (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments at ABN AMRO Mortgage Group, 7159 Corklan Dr., Jacksonville, FL 32258, or at such other place as the Lender may require.
4. Except as otherwise modified herein, the Borrower will comply with all other covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower 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.
5. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
6. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification.

\_\_ 1-4 Family Rider - Assignment of Rents

**[TO BE SIGNED BY ALL BORROWERS, ENDORSERS, GUARANTORS, SURETIES, AND OTHER PARTIES SIGNING THE NOTE OR SECURITY INSTRUMENTS]**

# UNOFFICIAL COPY

## Modification Due on Transfer Rider

This Modification Due on Transfer Rider, effective the 1<sup>st</sup> day of May, 2005, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by **Cheryl L. Davis** (the "Borrower") and ABN AMRO Mortgage Group, (the "Lender") covering the property described in the Loan Modification Agreement located at: **18025 S. Laverne Country Club Hill, IL 60478**

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrowers and Lender covenant and agree as follows:

- A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the property or a Beneficial Interest in Borrower. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

- B. Except as otherwise specifically provided in this Modification Due on Transfer Rider, the Loan Modification Agreement, the Note and Security will remain unchanged and in full effect.

April 28, 2005  
Date

Cheryl L. Davis  
Cheryl L. Davis

\_\_\_\_\_  
Date

# UNOFFICIAL COPY

## EXHIBIT "A" LEGAL DESCRIPTION

LOT 157 IN WOODLAND HILLS UNIT 3, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A. P. No.: **28-33-406-024**

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Modification Agreement  
Signature Page 3

Witness By:

Elissa Brown  
Signature

Print ELISSA BROWN

Cheryl L. Davis  
Signature  
Cheryl L. Davis

4-28-05  
Date

Karen M. Rauay  
Signature  
Print KAREN M. RAUAY

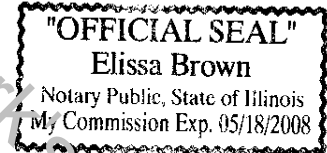
\_\_\_\_\_  
Date

State of ILLINOIS  
County of COOK

The foregoing instrument was acknowledged before me on this the 28<sup>th</sup> day of April, 2005 by  
Cheryl Davis residing at 18225 CAVERALE Country Club Hill and who  
personally

appeared before me and is personally known to me or provided to me on the basis of satisfactory evidence  
(1201-1256-7821  
ST. ID CARD) to be the person(s) as stated above and who did/did not take an oath.

Elissa Brown  
Notary Public



**PLEASE DO NOT WRITE BELOW THIS LINE**

LENDER:

Date 5/23/05

ABN AMRO Mortgage Group  
By: Paula Webb  
Paula Webb  
Its: Vice President

State of Florida  
County of Duval

On this 23<sup>rd</sup> day of MAY, 2005 personally appeared Paula Webb, Vice President of ABN AMRO Mortgage Group, Signer of the foregoing Instrument, and acknowledged the same to be his free act and deed as such Vice President and the free act of said Corporation, before me.

[Signature]  
Notary Public

