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Doc#: 0526555146 Fee: \$32.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 09/22/2005 09:38 AM Pg: 1 of 5

Property of Cook County Clerk's Office

LOAN MODIFICATION AGREEMENT

RECORDING REQUESTED BY
ABN AMRO MORTGAGE GROUP, INC.

WHEN RECORDED MAIL TO:

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

ORDER NUMBER: 2409182

STATE IL
COUNTY COOK



LENDERS ADVANTAGE

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

UNOFFICIAL COPY**WHEN RECORDED MAIL TO:****First American Title****P.O. Box 27670****Santa Ana, CA 92799****Attn: Recording Dept.**

2409182-MPG

Loan #0610311226

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

This Loan Modification Agreement ("Agreement"), made this^{19th} day of.....~~JULY~~....., 2005, between JOSEPH CRUZ & CORAZON CRUZ husband and wife, JAMIE J. CRUZ, son, CATHERINE CRUZ, daughter ("Borrower") whose address is 4701 W. Oakridge, Oak Forest, IL 60452 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 January 14, 2000 in the amount of \$167,638.00 and recorded in Instrument#00003242 at page(s) , 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 4701 W. Oakridge, Oak Forest, IL 60452 the real property described being set forth as follows:

LEGAL DESCRIPTION

LOT 30 IN AVENUE OF OAK FOREST , BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 22, TOWNSHIP 36 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel # 28-22-318-004-0000

*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 July 1, 2005 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 249,295.56, 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 \$165,680.09.
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 yearly rate of 7.625%, from July 1, 2005. The Borrower promises to make monthly payments of principal and interest of U.S. \$1764.50, beginning on the 1st day of August, 2005, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on July 1, 2035 (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.

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The Borrower will make payments at ABN AMRO Mortgage Group, Inc. or at such other place as the Lender may require.

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, 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 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.
320 E. Big Beaver Road
Troy, MI 48083

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

Magdalena Santos
First Witness Signature

MAGDALENA SANTOS
(First Witness Please Print Name)

Teresita Ramos
Second Witness Signature

TERESITA RAMOS
(Second Witness Please Print Name)

STATE OF IL)
) SS
COUNTY OF COOK)

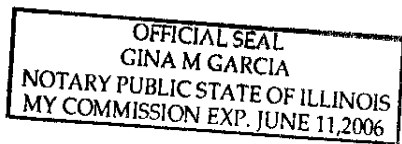
Joseph Cruz
JOSEPH CRUZ

Corazon Cruz
CORAZON CRUZ

JAMIE J. CRUZ
CATHERINE CRUZ

On this the 19 day of July, 2005, before me Gina M Garcia A NOTARY PUBLIC, the undersigned officer, personally appeared Joseph Cruz and Corazon Cruz, Jamie J Cruz, Catherine Cruz, 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



Gina M Garcia
Notary Public

COOK County,

My Commission Expires:
Acting in the county of: 6-11-06

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

ABN AMRO MORTGAGE GROUP, INC.

Latisha Johnson
Witness - LATISHA JOHNSON

By: Susan Street
SUSAN STREET

Erica Zepp
Witness - ERICA ZEPP

ITS: OFFICER

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 22TH day
of JULY, 2005, by SUSAN STREET, the OFFICER of
ABN AMRO MORTGAGE GROUP, INC., on behalf of the bank.

Prepared by: LATISHA JOHNSON

Notary Public

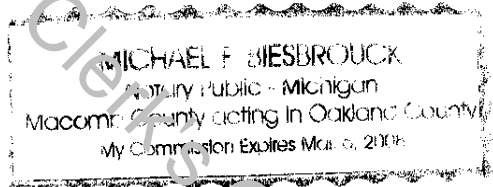
Michael F. Biesbroeck

MICHAEL F. BIESBROUCK

County, Michigan

My Commission Expires _____

320 E. Big Beaver
Troy, Michigan 48083



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