

# UNOFFICIAL COPY



Doc#: 0526555160 Fee: \$36.50  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 09/22/2005 09:44 AM Pg: 1 of 7

WHEN RECORDED MAIL TO:  
First American Title  
P.O. Box 27670  
Santa Ana, CA 92799  
Attn: Recording Dept.  
32481154  
Chase Home Finance LLC  
3415 Vision Drive  
Columbus, OH 43219  
Prepared by Marlene Taylor  
RE: Loan Number 1954368317  
FHA: 137-1439359-703  
(800) 446-8959 Homeowner's Assistance Department

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

This Loan Modification Agreement ("Agreement"), made effective the First day of July, 2005, between JESSIE L. WILSON, LOUISE FLOWERS, NORMA WILSON AND ARDENIA BURKES ("Borrowers") and Chase Home Finance LLC successor by merger to Chase Manhattan Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") to Mortgage Electronic Registration Systems, Inc. solely as nominee for Market Street Mortgage Corporation dated November 21, 2001 and recorded December 17, 2001 as instrument number 0011195434, 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 7928 SOUTH TRUMBELL, CHICAGO, ILLINOIS 60652, with the original principal balance U.S. \$138,953.00, and the principal balance before the loan modification being U.S. \$134,083.81, the real property described being set forth as follows:

SITUATED IN COOK COUNTY, ILLINOIS, TO WIT:

LOT 891 IN SOUTHWEST HIGHLANDS AT 79TH AND KEDZIE UNIT NO. 3, BEING A SUBDIVISION OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A. P. No.: 19-35-202-028-0000

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 July 1, 2005, the amount payable under the Loan Documents is U.S. \$141,876.64 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

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2. The Maturity Date of the above referenced Note has not been amended from December 01, 2031.
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 August 1, 2005 through and including December 01, 2031.

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 \$983.17 for the payments due from August 1, 2005 through and including December 01, 2031. 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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7. 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.



Witness 1 Signature

Marie Jean-Simon

Printed Name of Witness

Jessie L. Wilson

JESSIE L. WILSON

Cath Whitney

Witness 2 Signature

CATH WHITNEY

Printed Name of Witness



Witness 1 Signature

Marie Jean-Simon

Printed Name of Witness

DECEASED

LOUISE FLOWERS

Cath Whitney

Witness 2 Signature

CATH WHITNEY

Printed Name of Witness

CLERK OF COOK COUNTY  
Clerk's Office

# UNOFFICIAL COPY




Witness 1 Signature

Martie Jean-Simon

Printed Name of Witness

DECEASED  
NORMA WILSON



Witness 2 Signature

CATH WHITNEY

Printed Name of Witness

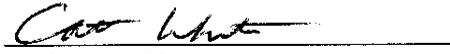


Witness 1 Signature

Martie Jean-Simon

Printed Name of Witness

DECEASED  
ARDENIA BURKES



Witness 2 Signature

CATH WHITNEY


Printed Name of Witness

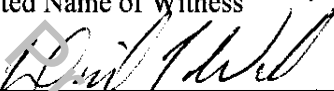
Property of Cook County Clerk's Office

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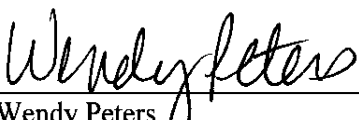
Chase Home Finance LLC  
successor by merger to Chase  
Manhattan Mortgage Corporation

  
\_\_\_\_\_  
Witness 1 Signature

  
\_\_\_\_\_  
Printed Name of Witness

  
\_\_\_\_\_  
Witness 2 Signature

David L. Wood  
\_\_\_\_\_  
Printed Name of Witness

  
\_\_\_\_\_  
Wendy Peters  
Assistant Vice President

Property of Cook County Clerk's Office

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## ACKNOWLEDGEMENT

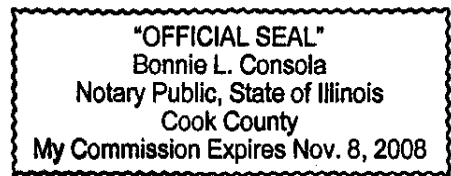
STATE OF Illinois  
COUNTY OF Cook

Before me, a Notary Public, in and for said County, personally appeared the above named JESSIE L. WILSON 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 4730 W. 79th St., this 5<sup>th</sup> day of July, 2005  
CHICAGO, IL 60652

Bonnie L. Consola  
Notary Public

My commission expires: Nov 8, 2008



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, a Notary Public, in and for said County, personally appeared the above named LOUISE FLOWERS 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

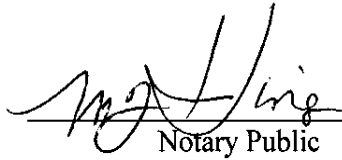
My commission expires: \_\_\_\_\_

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STATE OF OHIO  
COUNTY OF FRANKLIN

Before me, a Notary Public, in and for said County, personally appeared Wendy Peters, to me known and known to the person who, as an Assistant Vice President of Chase Home Finance LLC successor by merger to 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 15<sup>th</sup> day of August, 2005

  
\_\_\_\_\_  
Notary Public

My commission expires: 08/26/08



M.J. HINES  
Notary Public, State of Ohio  
My Commission Expires 08-26-08

Property of Court Clerk's Office