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Please Return To:
Construction Lending Dep't
Wachovia Mortgage Corporation
One Jefferson Square 3rd Floor
Waterbury, CT 06706



Doc#: 0530146072 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/28/2005 10:06 AM Pg: 1 of 4

(Space Above this Line for Recording Data)

LOAN MODIFICATION AGREEMENT TO EXTEND CONSTRUCTION PERIOD

This Loan Modification Agreement is made as of **October 14, 2005** by the undersigned

EUGENE C. ROBBIN and **BARBARA E. ROBBIN**

hereinafter referred to as "Borrower", whether one or more, in regard to that certain, Deed of Trust or Security Instrument (hereinafter "Security Instrument") made by the Borrower in favor of **WACHOVIA MORTGAGE CORPORATION**, with a principal place of business at 1100 Corporate Center Drive, Raleigh, North Carolina 27607-5066, ("Lender") in which the Trustee is **Ticor Title, 203 North La Salle Street, Suite 2200, Chicago, IL 60601**, and which is dated **October 19, 2004** and which secures the debt of the Borrower, as set forth in a Fixed Rate Promissory Note of even date therewith (hereinafter "Note"), in the original principal amount of \$ **598,000.00** against the property of the Borrower located at

10732 North Crestview Drive, Fountain Hills, Arizona 85268

and which provides for the construction of improvements upon the said property, as more fully described in said Security Instrument, and which Security Instrument is recorded at

Volume _____ Page _____

(on _____, _____, at _____ A.M/P.M. as DOCUMENT NO. _____)

of the

Records.

WHEREAS, the Borrower wishes to extend the time for the Borrower to complete the erection or repair of buildings or improvements that is set forth in the loan documents, including particularly the Construction Rider To Fixed Rate Note and Deed of Trust, that was originally executed by the Borrower and attached as a Rider to the Note, and that was recorded with such Security Instrument (both copies of which are hereinafter referred to as "Construction Rider"; and

WHEREAS, the Borrower wishes to extend the time period for construction by modifying the executed and recorded documents to extend the **Construction Completion Date**, without limiting, diminishing or altering the requirement that "time is of the essence" with regard to such completion of said construction on or before the Construction Completion Date, as extended hereby;

NOW THEREFORE, in consideration of One (\$1.00) Dollar and other valuable consideration and of the terms hereof, the parties hereto do hereby modify and amend the aforesaid Construction Rider only as follows:

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1. The terms of the loan documents and said Construction Rider are hereby altered and amended to change the date described as the "Construction Completion Date" from **October 14, 2005** (wherever it appears as originally provided therein) to **April 3, 2006**.

2. In accordance with the terms of the Construction Rider, as amended hereby, the Borrower shall continue to make monthly payments of interest only, at the interest rate required under Paragraph 7 of the Construction Rider, in an amount based upon the outstanding principal balance all as therein provided until the Conversion Date as defined in the loan documents, which as a result of this extension shall be no later than **May 1, 2006**.

3. Effective on the Conversion Date, as the same may have been extended hereby, the Lender shall have the right to increase or decrease the interest rate that shall apply to the loan, as described in Paragraph 10 of the Construction Rider, which right remains unchanged and in full force and effect, and which is expressly re-affirmed by Borrower.

4. The Borrower also hereby re-affirms all of Borrowers promises, covenants and warranties made in connection with the loan, including without limitation, (1) the obligation to complete construction and meet all of Borrower's obligations regarding the same on or before the "Construction Completion Date" as extended hereby, (2) the obligation to co-operate in the conversion of the loan to the Amortization Period, as provided in the loan documents, and (3) to pay all costs associated therewith. If necessary any reference to "clerk of the superior court" in paragraph 22 of the Security Instrument is hereby amended to be "county treasurer" and "(rev. 6/02)" is to be added to the footer thereof, so as to be consistent with the current revision thereof.

5. Except as modified hereby, the aforesaid Note, Security Instrument and Construction Rider remain unchanged and in full force and effect, and the modifications and amendments made herein shall not serve to extend or alter the final maturity date described therein.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Loan Modification Agreement and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

TICOR TITLE

Eugene C. Robbin (Seal)
EUGENE C. ROBBIN Borrower

Barbara E. Robbin (Seal)
BARBARA E. ROBBIN Borrower

Borrower

Borrower

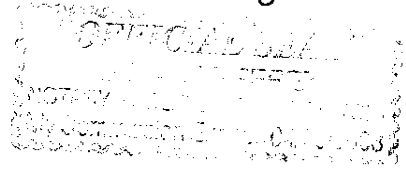
STATE OF ARIZONA)
COUNTY OF COCHISE) ss:

This instrument was acknowledged and executed before me this _____ day of _____, 2006 (Date)

by **EUGENE C. ROBBIN** and **BARBARA E. ROBBIN**

My Commission Expires: 4/18/08

[Signature]

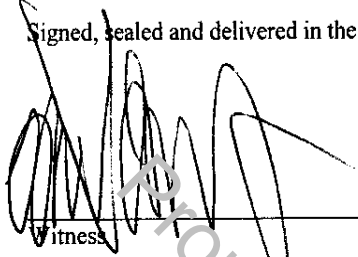


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IN WITNESS WHEREOF, Lender has executed this Agreement under seal as of this date:

Signed, sealed and delivered in the presence of:

WACHOVIA MORTGAGE CORPORATION



Witness

BY: Kelly A. Crone (SEAL)
KELLY A. CRONE
As Its Duly Authorized Facilitator

Kelen Shoules
Witness

STATE OF CONNECTICUT, COUNTY OF NEW HAVEN ss. Waterbury

On the 26th day of September 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared

KELLY A. CRONE, FACILITATOR

of Wachovia Mortgage Corporation, a North Carolina corporation, on behalf of the corporation. She is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and she acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, she acted on behalf of the corporation, and executed the instrument as its duly authorized Officer.

My Commission Expires

12/31/05
(This area for Official Notarial Seal)

Michelle Bly (SEAL)
Notary Public

TICOR TITLE

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LOAN MODIFICATION NOTIFICATION FAX

BY FAX TO 866-396-7452
FOR: Wachovia Mortgage Corporation
FROM:

Attn: Sandy Faherty

Re: Wachovia Mortgage Corporation Construction/Permanent Loan to

Borrower(s): EUGENE C. ROBBIN & BARBARA E. ROBBIN

Property: 10732 North Crestview Drive, Fountain Hills, Arizona 85268
Loan Amount: 598,000.00
Date of closing: October 19, 2004
Mortgage Loan #: 7554509
Our File #: 16726

TICOR TITLE

Gentlemen:

As described in the instructions accompanying the loan modification materials received by the undersigned in regard to the above matter, we confirm the following.

1. This transmission will confirm that the above borrower(s) completed the execution of the documents necessary **TO EXTEND THE CONSTRUCTION PERIOD** of the loan.

2. This will confirm that the documents were signed by the Borrower(s) on October 7th, 2005.

3. This will confirm that the undersigned has made arrangements for the proper recording of the documents in the Cook County Records of Cook State of Illinois.

4. This will confirm that the undersigned has made arrangements to obtain and forward a Title Continuation Endorsement insuring the continued first lien status of the original mortgage as modified.

5. This will confirm that the undersigned will advise of recording date(s) and time(s) for modification documents.

Signed this 7th day of October, 2005.


Closing Attorney or Agent

(Please sign and fax back to WMC at the FAX# at top of page with copy of signed LMA & T-I-L)

