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Doc#: 0531955048 Fee: \$34.50 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds

Date: 11/15/2005 09:50 AM Pg: 1 of 6

Chase Home Finance LLC

3415 Vision Drive Columbus, OFI 43219 Prepared by Martine Taylor RE: Loan Numoor 1926010348

FHA: 131-8512041 //03

(800) 446-8939 Homec wn r's Assistance Department

2518835 MRG

LOAN MODIFICATION AGREEMENT (P oviding for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made effective the First day of September, 2005, between COREY WILL! MS, ("Borrower") and Chase Home Finance LLC successor by merger to Chase Manhattan Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Dad to Secure Debt (the "Security Instrument") to ICM Mortgage Corporation dated January 9, 1997 and recorded January 14, 1997 as instrument number 97030578, 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 14613 MYRTLE AVENUE, HARVEY, ILLINOIS 60426, with the original principal balance U.S. \$53,700.00, and the principal balance before the loan modification being U.S. \$56,406.77, the real property described being set forth as follows:

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS: LOT 30 II JLOCK 1 IN ROBIN HOOD UNIT NUMBER 2, A SUBDIVISION OF LOT 8 OF LAU'S SUBDIVISION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 (EXCEPT 3 ACRES IN 17/2 NORTHEAST CORNER THEREOF), ALSO THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF FHE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE 3RL PRINCIPAL MERIDIAN, COUNTY OF COOK, STATE OF ILLINOIS, EXCEPT THE EAST 75.0 FEET OF THE WEST 166.0 FEET OF THE SOUTH 160.0 FEET OF SAID LOT 8, IN COOK COUNTY, ILLINOIS.

A. P. No.: 29-08-122-006-0000

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):

 As of September 1, 2005, the amount payable under the Loan Documents is U.S. \$60,671.89 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 March 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 8.500% for the payments due from October 1, 2005 through and including March 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 \$485.80 for the payments due from October 1, 2005 through and including March 01, 2031. If on the Maturity Date, the Borrower still over 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 85062-8520, 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 a prior written consent, the Lender may, at its option, require immediate payment in fail 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 Bo rower fails to pay these sums prior to the expiration of this period, the Lender may in vake 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

Printed Name of Witness

Witness Nigns 15

Printed Name of Witness

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Wail Will

Witness 1 Signature

David L. Word

Printed Name of Witness

Witness 2 Signature

Printed Name of Witness

Of Columnia Clark's Office

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

Wendy Peters

Assistant Vice President

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ACKNOWLEDGEMENT

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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 14th day of October, 2005

Notary Public

My commission expires:

M.J. HINES
Nota'y Public, State of Objo
My Corumission Expires 08-26-08