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Recording Requested by
Countrywide Home Loans, Inc.

AND WHEN RECORDED MAIL TO:

Countrywide Home Loans, Inc.
1800 Tapo Canyon Road SV2-116
Sunny Valley, CA 93063
Attn: EMILY JOAN SANKO
CLD Deficiency Department
DOC. ID#: 00093767202005N

PIN: 10214310040000



Doc#: 0532116224 Fee: \$42.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/17/2005 12:29 PM Pg: 1 of 10

Space Above for Recorder's Use

LOAN MODIFICATION AGREEMENT TO THE MORTGAGE

MIN#: 100015700049501584

This Loan Modification Agreement (the "Agreement"), made this **12th** day of **September**, **2005** between **JOSE A LEON, AND MARIA E LEON, AND PEDRO LEON**, (the "Borrowers") and **Countrywide Home Loans, Inc.**, ("Lender") and **Mortgage Electronic Registration Systems, Inc.** ("Mortgagee") amends and supplements that certain **MORTGAGE** dated **March 29, 2005** and granted or assigned to **Mortgage Electronic Registration Systems, Inc.**, as mortgagee of record (solely as nominee for Lender and lender's successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026) and recorded on **April 04, 2005** as **Instrument Number 509442095** in the Official Records of the **COOK** County, State of **ILLINOIS** (the "Security Instrument"), and covering the real property specifically described as follows:

This property is more commonly known as:

**2107 S 48TH CT
CICERO, IL 60804**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

- **TO CORRECT THE MATURITY DATE TO READ "4/1/2035" WHICH WAS INCORRECT AT THE TIME OF RECORDING.**
- **TO ADD THE CORRECT ADJUSTABLE RATE RIDER WHICH WAS INCORRECT AT THE TIME OF RECORDING.**

The Borrowers shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument.

Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrowers and Countrywide Home Loans, Inc. shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall remain in full force and effect and shall continue to be a first lien on the above-described property. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

Handwritten initials and signatures: "50" in a circle, "yes", "no", "yes", "CM".

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Countrywide Home Loans, Inc.

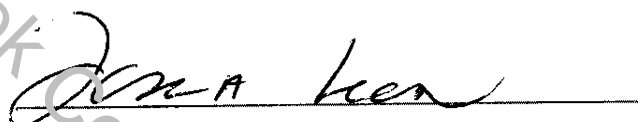


By: **Tracy Schreiner**
Its: **Assistant Vice President**

Mortgage Electronic Registration Systems, Inc.



By: **Tracy Schreiner**
Its: **Assistant Vice President**



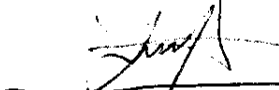
JOSE A LEON



MARIA E LEON



PEDRO LEON



Maria Leon

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

Property of Cook County Clerk's Office

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STATE OF Illinois)
) SS.
COUNTY OF COOK)

On this 14th Day of October **2005**, BEFORE ME,

Kathleen M Mengel
(Notary Public)

and Maria Leon

personally appeared, **JOSE A LEON, AND MARIA E LEON, AND PEDRO LEON** personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Kathleen M Mengel
Notary Public



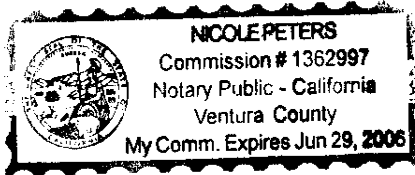
Commission Expires: 10/07/08

STATE OF CALIFORNIA)
) SS.
COUNTY OF VENTURA)

On this 7 day of Nov **2005**, before me, **Nicole Peters**, Notary Public, personally appeared **Tracy Schreiner**, Assistant Vice President for Countrywide Home Loans, Inc., personally known to me to be the person whose name is signed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.

Nicole Peters
Notary Public



(SEAL)

Commission Expires: _____

June 29, 2006

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STATE OF CALIFORNIA

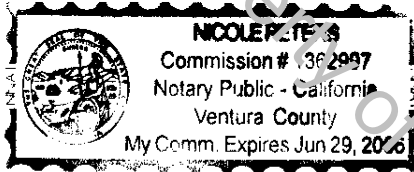
)
) SS.

COUNTY OF VENTURA

)

On this 2 day of Nov 2005, before me, **Nicole Peters**, Notary Public, personally appeared **Tracy Schreiner**, **Assistant Vice President** for Mortgage Electronic Registration Systems, Inc., personally known to me to be the person whose name is signed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.



[Handwritten Signature]
Notary Public

Commission Expires: _____

(SEAL)

June 29, 2006

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EXHIBIT "A"

LOT 21 IN BLOCK 8 IN ELAINE SUBDIVISION OF THE SOUTHEAST 1/4 OF THE
SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Assessor's Parcel Number:

1621431004000

After Recording Return To:

COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O. BOX 10423
VAN NUYS, CA 91410-0423

Prepared By:

NICOLE BLOSCH

Recording Requested By:

[Space Above This Line For Recording Data]

FIXED/ADJUSTABLE RATE RIDER

(LIBOR One-Year Index (As Published In *The Wall Street Journal*) - Rate Caps)

CONV

• MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR Single Family

INTEREST ONLY

1U796-XX (06/04)(d)

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Initials: et pl

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THIS FIXED/ADJUSTABLE RATE RIDER is made this TWENTY-NINTH day of MARCH, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to COUNTRYWIDE HOME LOANS, INC.

("Lender") of the same date and covering the property described in the Security Instrument and located at:

2107 S 48TH CT
CICERO, IL 60804-2529
[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 7.000%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the FIRST day of APRIL, 2010, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO & ONE-QUARTER percentage points (2.25 %) to the Current Index. the Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

CONV

• MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family INTEREST ONLY
1U796-XX (06/04)

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The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.000 % or less than 2.250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.000 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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• MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family
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2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

Jose A Leon (Seal)
JOSE A. LEON -Borrower

maria leon (Seal)
MARIA E. LEON -Borrower

Pedro Leon (Seal)
PEDRO LEON -Borrower

Maria Leon (Seal)
MARIA LEON -Borrower

CONV

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR Single Family INTEREST ONLY 1U796-XX (06/04)