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Doc#: 0534655105 Fee: \$36.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/12/2005 11:03 AM Pg: 1 of 7

When Recorded Return To:
First American Title Company *MPG*
P.O. Box 27670
Santa Ana, CA 92799 #2528093
Attn: CARRIE COOKE

RE: Loan Number 1963703580
FHA: 137-0822170-796
(800) 446-8939 Homeowner's Assistance Department

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made effective the First day of August, 2005, between EARNEST DEVINE, and SAPRINA R. DEVINE, ("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 Flagstar Bank dated February 16, 2001 and recorded February 23, 2001 as instrument number 0010144923, 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 17202 COTTONWOOD COURT, HAZEL CREST, ILLINOIS 60429, with the original principal balance U.S. \$89,730.00, and the principal balance before the loan modification being U.S. \$77,669.35, the real property described being set forth as follows:

SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, TO WIT:

LOT 37 IN BLOCK 1 OF APPLE TREE HAZEL CREST, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 21, 1970, AS DOCUMENT NUMBER 21244460, IN COOK COUNTY, ILLINOIS.

A. P. No.: 28-26-307-046-0000

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 August 1, 2005, the amount payable under the Loan Documents is U.S. \$84,655.31 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 been amended from March 1, 2031 to August 01, 2035.
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 7.250% for the payments due from September 1, 2005 through and including August 01, 2035.

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 \$577.50 for the payments due from September 1, 2005 through and including August 01, 2035. 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.

Gloria J. Hunter
Witness 1 Signature

Earnest Devine
EARNEST DEVINE

Gloria J. Hunter
Printed Name of Witness

Nina L. Davis
Witness 2 Signature

Nina L. Davis
Printed Name of Witness

Gloria J. Hunter
Witness 1 Signature

Sarina R. Devine
SARINA R. DEVINE

Gloria J. Hunter
Printed Name of Witness

Nina L. Davis
Witness 2 Signature

Nina L. Davis
Printed Name of Witness

COOK COUNTY Clerk's Office

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

[Signature]

Witness 1

Leanne Exkin's

Printed Name of Witness

[Signature]

Witness 2 Signature

Denise Favours

Printed Name of Witness

Wendy Peters

Wendy Peters
Assistant Vice President

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 with 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 26th day of October, 2005

[Signature]
Notary Public

My commission expires: 02/26/08



M.J. HINES
Notary Public, State of Ohio
My Commission Expires 08-26-06

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ACKNOWLEDGEMENT

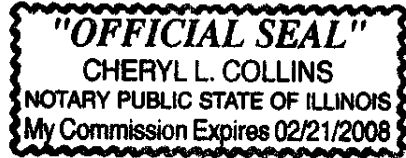
STATE OF Illinois
COUNTY OF Cook

Before me, a Notary Public, in and for said County, personally appeared the above named EARNEST DEVINE 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 Chicago, IL, this 29 day of August, 2005

Cheryl Collins
Notary Public

My commission expires: 02/21/2008



STATE OF Illinois
COUNTY OF Cook

Before me, a Notary Public, in and for said County, personally appeared the above named SAPRINA R. DEVINE 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 Chicago, IL, this 29 day of August, 2005

Cheryl Collins
Notary Public

My commission expires: 02/21/2008



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LEGAL NAME AFFIDAVIT

This Affidavit is made a part of the Loan Modification Agreement entered into between Chase Home Finance LLC (the "Lender") and SAPRINA R. DEVINE, ("Borrower") dated the First day of August 1, 2005 (the "Loan Modification Agreement").

I certify that my legal name is SAPRINA R. DEVINE. It is stated on the WARRANTY DEED in error as SEPRINA R. DEVINE. I hereby state that my name on the WARRANTY DEED recorded February 23, 2001 and recorded as instrument number 0010144922 of the records of COOK county, is in error and should be stated as SAPRINA R DEVINE

Signed this 29th day of August, 2005.

Borrower

Saprina R. Devine
SAPRINA R. DEVINE

STATE OF
COUNTY OF

Illinois
Cook

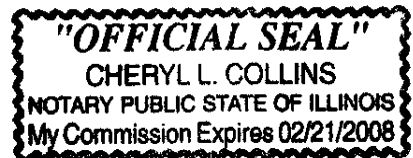
Before me, a Notary Public, in and for said County, personally appeared the above named SAPRINA R. DEVINE, who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Chicago, IL, this 29 day of August, 2005.

Cheryl Collins
Notary Public

My commission expires:

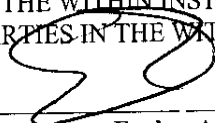
02/21/2008



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STATEMENT OF PREPARATION

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED BY ONE OF THE PARTIES IN THE WITHIN INSTRUMENT.



Evelyn Anguiano
Modification Specialist
First American Title
3 First American Way
Santa Ana, CA 92707

Property of Cook County Clerk's Office