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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/16/2006 08:57 AM Pg: 1 of 4

Property of Cook County Clerk's Office
[Space Above This Line for Recording Data] _____
2730009 _____ 0013135447

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 1ST day of JANUARY, 2006, between EDWARD A. NEWTON, JR. AND SAMANTHA J. NEWTON, HUSBAND AND WIFE

("Borrower") and OPTION ONE MORTGAGE CORPORATION

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated APRIL 12, 2004 and recorded in Instrument No. 0411804336, of the Official _____ Records of

COOK COUNTY, ILLINOIS [Name of Records] and (2) the Note, bearing the same date as,

[County and State, or other Jurisdiction] and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

10014 S MERTON AVE, OAK LAWN, ILLINOIS 60453
[Property Address]

the real property described being set forth as follows:

SITUATE IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT: LOT 7 AND 8 IN BLOCK 9 IN HENRY IPEMA'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 28, 28, 1937 AS DOCUMENT NUMBER 1207597, IN COOK COUNTY, ILLINOIS.

APN# 24-08-310-027-0000

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In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. As of **JANUARY 1, 2006**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **149,852.06**, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
Original amount \$ 148,000.00
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **6.800** %, from **JANUARY 1, 2006**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **994.83**, beginning on the **1ST** day of **FEBRUARY, 2006**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **6.800** % will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on **MAY 01, 2034** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower will make such payments at **6501 IRVINE CENTER DRIVE**
IRVINE, CALIFORNIA 92618 or at such other place as Lender may require.

3. 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.

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.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; 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 Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

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- 5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
- 6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

OPTION ONE MORTGAGE CORPORATION

By: [Signature] -Lender

[Signature]
EDWARD A. NEWTON, JR. -Borrower

[Signature]
SAMANTHA J. NEWTON -Borrower

-Borrower

-Borrower

-Borrower

-Borrower

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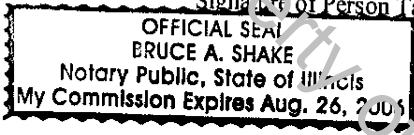
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[Space Below This Line for Acknowledgments]

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 11th Day of JANUARY 2006 by EDWARD A. NEWTON, JR. AND SAMANTHA J. NEWTON



Signature of Person Taking Acknowledgment Bruce A. Shake

Printed Name BRUCE A. SHAKE

Title or Rank NOTARY Public

Serial Number, if any _____

LENDER ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF DUVAL

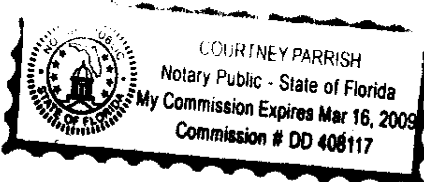
The foregoing instrument was acknowledged before me this JANUARY 24, 2006 by JAMES DAVIS, the VICE PRESIDENT of OPTION ONE MORTGAGE a CORPORATION, or behalf of said entity.

Signature of Person Taking Acknowledgment Courtney Parrish

Printed Name COURTNEY PARRISH

Title or Rank NOTARY Public

Serial Number, if any _____



LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument
FAND# 3179-4 Rev. 07-30-03

Form 3179 1/01 (rev. 8/01)
(page 4 of 4)

THIS DOCUMENT WAS PREPARED BY:
FIRST AMERICAN LOSS MITIGATION SERVICES
518 BIENVILLE STREET
NEW ORLEANS, LA 70130

WHEN RECORDED MAIL TO:
First American Title
P.O. Box 27670
Santa Ana, CA 92799
Attn: Recording Dept.

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