Doc#: 0609755065 Fee: \$34.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

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Chase Vom: Finance LLC 3415 Vision Drive

Columbus, CH 43219

Prepared by Bol V oodward RE: Loan Number 1978588227

FHA: 137-2960449-703

(800) 446-8939 Homeowr S.'s Assistance Department

2709423

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreemen: ("Agreement"), made effective the First day of January, 2006, between RENAE BESTER, and I ADARELL BESTER, ("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 Deed to Secure Debt (the "Security Instrument") to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS. INC., AS NOMINEE FOR GSF MORTGAGE CORPORATION, dated MAY 13, 2004, and recorded as instrument no. 0416026092, on JUNE 8, 2004 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 307 SOUTH WALNUT STREET, GLENWOOD, ILLINOIS 60425, with the original principal balance U.S. \$152,652.00, and the principal balance before the loan modification being U.S. \$150,234.67, the real property described being set forth as follows:

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

LOT 74 IN BROOKWOOD POINT BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 19, 1968 AS DOCUMENT NUMBER 2427372.

A. P. No.: 32-10-210-010-0000

ASSESSOR'S PARCEL NUMBER: 32102100100000

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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 Loan Documents):

- 1. As of January 1, 2006, the amount payable under the Loan Documents is U.S. \$155,503.16 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- 2. The Maturity Date of the above referenced Note has not been amended from June 01, 2034.
- 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 5.875% for the payments due from February 1, 2006 through and including June 01, 2034.
- 4. The Borrower premises 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 59: 8 38 for the payments due from February 1, 2006 through and including June 01, 2034. If on the Maturity Date, the Borrower still owes amounts under the Loar 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.D. 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 at d 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:

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- (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.
- 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 nec.
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 Clark's Office. specifically provided in this Agreement, the Loan Documents will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all

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Witness 1 Signature Printed Name of Witness Witness 2 Signature ne c Printed Name of Witness Witness 1 Signature LADARELL PESTER The Contraction of the Contracti Printed Name of Witness Witness 2 Signature Marie Stine Muxie Sc! Printed Name of Witness

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Mortgage Electronic Registration Systems, Inc.

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Witness 1 Signature Assistant Vice President itness 2 Signature Printed Name of Witness 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 Mortgage Electronic Registration Systems, Inc. the corr ora ion 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 1th day of March 2006 Danny P. Madden Notary Public, State of Ohio My Commission Expires 11-04-2010

My commission expires:

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ACKNOWLEDGEMENT

COUNTY OF COUNTY OF
Before me, a Notary Public, in and for said County, personally appeared the above named RENAE BESTER 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 Section 111005, this of day of Notary Public Notary Public
STATE OF COUNTY OF ACTIVE
Before me, a Notary Public, in and for said County, personally appeared the above named LADARELL BESTER 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 day of Day day of Day day of Notary Public Notary Public
NOTATIVE "OFFICIAL SEAL" PUBLIC DORANELI ROSAS LLINOIS COMMISSION EXPIRES 01/30/09