

0619555038 Fee: \$32.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 07/14/2006 10:29 AM Pg: 1 of 5

When Recorded Return To:

MOD 1

First American Title Company MR

P.O. Box 2767. Santa Ana, CA 92799 29887460

Attn: Loss Mitigation Title Services

ABN AMRO LOAN #:0645173416 THIS DOCUMENT WAS PREPARED BY: JANICE WILLIAMS

### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), effective the 16th day of May 2006, between ANTHONY BRIDGES("Borrower") and ABN AMNO Mortgage Group, Inc ("Lender"), amends and supplements (1) the Note "Note") made by ANTHONY BRIDGES AN UNMARRIED MAN in the original principal sum of U.S. \$50,000.00 dated June 7, 2004 and (2) the vicrtgage, Deed of Trust (the "Security Instrument"), dated June 7, 2004 and Recorded on June 11, 2004 DOC#. 0416341100 Official Records of Cook County, State of IL. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), located at :1839 S. KILDARE, CHICAGO, JL 60623 the real property being described as follows:

### THE PROPERTY AS DESCRIBED IN THE MORTGAGE REFERRED TO HEREIN ABOVE

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument, and the Lender has agreed pursuant to the terms and conditions herein. In consideration of the agreements herein, and other good and valuable consideration, the Borrower and Lender hereby agree to modify the terms of the Note and Security Instrument as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1. The Borrower represents that the Borrower is the occupant of the Property.
- The Borrower acknowledges that the Lender has incurred, paid or otherwise, taxes, insurance premiums 2. and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such costs and expenses, together with unpaid accrued interest, in the total amount of \$8,302.92 has been added to the indebtedness under the terms of the Note and Security Instrument, and that as of May 16th, 2006, the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$56,022.59



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### **UNOFFICIAL COPY**

#### Modification Agreement Page Two

- 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 the yearly rate of 6.125%, beginning June 01, 2006. The Borrower promises to make monthly payments of principal and interest of U.S. \$340.40 beginning on the 1<sup>st</sup> day of July 2006, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on June 01, 2036 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments at ABN AMRO Mortgage Group, 7159 Corklan Dr., Jacksonville, FL 32258, of 26 Such other place as the Lender may require.
- 4. Except as otherwise modified herein, the Borrower will comply with all other covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower 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 Security Instrument.
- Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all or the terms and provisions thereof, as amended by this Modification.
- 6. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification.
  - \_ 1-4 Family Rider Assignment of Rents

[TO BE SIGNED BY ALL BORROWERS, ENDORSERS, GUARANTORS, SURETIES, AND OTHER PARTIES SIGNING THE NOTE OR SECURITY INSTRUMENTS]

# **UNOFFICIAL COPY**

Modification Agreement Signature Page 3		
Witness By:	Control BO	5-23-06
Witness Signature	ANTHONYTRIDGES	Date O
LAYLA ESTRAOA Witness Print name		
verle ?		Date
Witness Signature	O.c	
Norma Cereda		
Witness Print Name	0-	
State of	4	********************
County of		
The foregoing instrument was acknowle	dged before me on this the $\frac{23}{}$ day of ${}$ Ma $_{ m Y}$	, 2006 by
Anthony Bridges 1839 S. Kildage	(Borrower's Name only), and	(Borrower's Name only) a
1839 S. Kildage	(Borrower's Propert, Address)	Ø M. S. Stee
Notary Public, State of Illinois My Commission Expires 10:28:07  LENDER: Date 5 25 16	***************************************	the basis of satisfactory evidence I me an oath.  ARPENTER  Tobic, State of Illinois  Tission Expires 10/28/07
Witness  Janice Williams  Volunca Cook  Valencia Cook	ABN AMRO Mortgage Group  By: Webb, Its: Vice Preside	the continue of the continue o
State of Florida County of Duval  On this	2006 personally appeared Paula Webb, Vice Preside acknowledged the same to be his free act and deed a	ent of ABN AMRO Mortgage Group, s such Vice President and the free act ofNotary Public
		VERONICA FRASIER MY COMMISSION # DD 168046 EXPIRES: February 23, 2007 Bonded Thru Norary Public Underwriters

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## UNOFFICIAL COPY

Modification Due on Transfer Rider

This Modification Due on Transfer Rider, effective the 16<sup>th</sup> of May 2006, is incorporated into an shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by ANTHONY BRIDGES (the "Borrower") and ABN AMRO Mortgage Group, INC (the "Lender") covering the property described in the Loan Modification Agreement located at: 1839 S KILDARE, CHICAGO, IL 60623

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrowers and Lender covenant and agree as follows:

A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the property of a Beneficial Interest in Borrower. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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

B. Except as otherwise specifically provided in this Modification Due on Transfer Rider, the Loan Modification Agreement, the Note and Security will remain unchanged and in full effect.

<u>5 - 23 - 06</u> Date	ANTHONY BRIDGES
Date	

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# UNOFFICIAL C

**Stewart Title Guaranty Company** 

### COMMITMENT

#### **SCHEDULE A**

Case No. 20040894

#### **EXHIBIT A**

The Soud 35.84 feet of the North 602.50 feet of the East 57 feet of the following described real estate taken as a single tract: Lots 2, 3, 4, 5, 13, 14 and 15 in W. A. James Subdivision of Lot 4 (except the West 243.54 feet) in Executor's Subdivision of Lot 3 in partition of the Southeast 1/4 of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Coel County, Illinois.

FOR INFORMATIONAL PURPOSI'S:

I County Clark's Office Address: 1839 S. Kildare Ave., Chicago, IL

PIN: 16-22-410-030

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule A consists of 2 page(s)