

# UNOFFICIAL COPY



Doc#: 0620912080 Fee: \$32.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/28/2008 02:40 PM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

First American Title  
P.O. Box 27670 2977122  
Santa Ana, CA 92799 MP9  
Attn: Recording Dept.



ABN AMRO MORTGAGE GROUP  
7159 Corklan Drive  
Jacksonville, FL 32258

ABN AMRO LOAN #: 0611504298/718875030

THIS DOCUMENT WAS PREPARED BY: VERONICA FRASIER

**ASSUMPTION LOAN MODIFICATION AGREEMENT**

*This Loan Modification Agreement ("Modification"), effective the 04<sup>th</sup> day of April 2006, between Thomas Thyer and Gail L. Thyer (Collectively the Borrowers) and ABN AMRO Mortgage Group, INC. ("Lender"), amends and supplements (1) the Note "Note" made by Thomas Thyer and Gail L. Thyer, As Joint Tenants, as Husband and Wife in the original principal sum of U.S. \$209,000.00 dated July 14, 2000 and (2) the Mortgage, Deed of Trust (the "Security Instrument"), dated July 14, 2000 Recorded July 11, 2000 Inst #00549600 in the 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 17212 Shetland Drive, Tinley Park, IL 60477 the real property being described as follows:*

**Pin #27-27-409-011**

**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.*

**BATCH**  
1 of 10

S yes  
PS  
S no  
in yes  
\$1050  
no

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## Modification Page Two

2. *The Borrower acknowledges that the Lender has incurred, paid or otherwise, taxes, insurance premiums 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 \$33,657.36 has been added to the indebtedness under the terms of the Note and Security Instrument, and that as of April 04, 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. \$234,078.80.*
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 9.250%, beginning April 01, 2006. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,925.71 beginning on the 1<sup>st</sup> day of May, 2006, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on April 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, or at such other place as the Lender may require.*
4. *It is understood and agree that while Gail L. Thyer was not an original borrower and has not executed the Note and Security Instrument for this loan, Gail L. Thyer is hereby assuming all obligations of an original borrowers as provided in said Note and Security Instrument and shall be personally bound to all of said obligations as modified hereby as if he/she had executed said documents originally and all Borrowers acknowledge that there are no defenses or offsets to the Note and Security Instrument to which Borrowers would be entitled as of the date hereof and the Security Instrument is a valid first lien upon said Property or its equivalent. Further, the Borrowers agree that all rights and obligations hereunder shall extend to and be binding on their respective heirs, executors, administrators, successors and assigns.*
5. *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 of 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

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

Modification Agreement  
Signature Page 3

Witness By:

[Signature]  
Signature

[Signature]  
Thomas H. Thyer

4/11/06  
Date

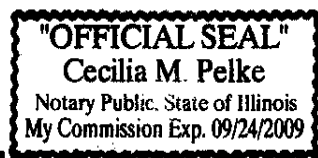
Scott Thyer  
Print

[Signature]  
Gail L. Thyer

4-11-06  
Date

Brittany Thyer

Signature  
Brittany Thyer  
Print  
State of IL  
County of Cook



The foregoing instrument was acknowledged before me on this the 11 day of April, 2006 by Thomas Thyer (Signor's Name Only) AND Gail Thyer (Signor's Name Only)

residing at 17212 Shetland Dr. Tinley Park and who personally appeared before me and is personally known to me or provided to me on the basis of satisfactory evidence (driver's license) to be the person(s) as stated above and who did/did not take an oath.

[Signature]  
Notary Public

LENDER:  
Date 4/18/06

ABN AMRO Mortgage Group, Inc.  
By: [Signature]  
Paula Webb, Its: Vice President

State of Florida  
County of Duval

On this 18th day of April, 2006 personally appeared Paula Webb, Vice President of ABN AMRO Mortgage Group, INC. Signer of the foregoing Instrument, and acknowledged the same to be his free act and deed as such Vice President and the free act of Said Corporation, before me.

[Signature] Notary Public



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## Modification Due on Transfer Rider

This Modification Due on Transfer Rider, effective the 4th day of April, 2006, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by **Thomas H. Thyer and Gail L. Thyer** (the "Borrower") and **ABN AMRO Mortgage Group, INC.** (The "Lender") covering the property described in the Loan Modification Agreement located at: **17212 Shetland Drive, Tinley Park, IL 60477**

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:

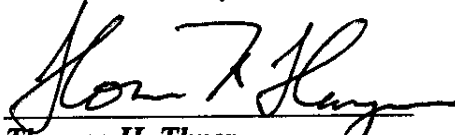
Transfer of the property or a Beneficial Interest in Borrower. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its 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.

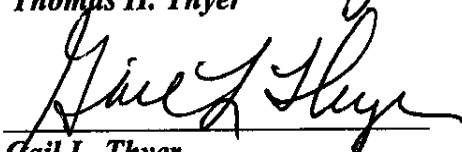
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these 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.

4/11/06  
Date

4-11-06  
Date

  
Thomas H. Thyer

  
Gail L. Thyer

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## LEGAL DESCRIPTION

**LOT 42 IN ANDREW HIGHLANDS UNIT III, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN.**

Property of Cook County Clerk's Office