Doc#: 0630316001 Fee: \$32.50 Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds
Date: 10/30/2006 08:22 AM Pg: 1 of 5

*Chase Home Figance LLC 3415 Vision Driv' Columbus, OH 43219

Prepared by Sujeiry Me; a

RE: Loan Number 19544° 56°,6

FHA: 137-2367146-703

When Recorded Return To: MOD 1

First American Title Company///PC

P.O. Box 27670

Santa Ana, CA 92799 29/90/3

Attn: Loss Mitigation Title Services

₩ (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 June, 2006, between IRENE T DASE, ("Borrower") and Chase Home Finance LLC successor by merger to Chase Manhattan Mortgage Corporation ("Lender"), amender and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") to MORTCAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MARKET STREET MORTGAGE CORPORATION, dated APRIL 25, 2003, and recorded as Instrument Number 0312814027, on MAY 8, 2003 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 22996 WEST WIND DRIVE, RICHTON PARK, ILLINOIS 60471, with the original principal balance U.S. \$165,140.00, and the principal balance before the loan modification being U.S. \$160,240.46, the real property described being set forth as follows:

THAT PART OF LOT 160 IN GREENFIELD P.U.D. UNIT VI, BEING A SUBDIVISION OF P.ART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE TH'ALD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 160 AND THE WEST RIGHT OF WAY LINE OF WESTWIND; THENCE SOUTH 50°25'22" WEST ALONG THE WEST RIGHT OF WAY LINE OF WESTWIND, 41.67 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 155.00 FEET AND AN ARC LENGTH OF 136.95 FEET; THENCE SOUTH 00°12'08" EAST, 43.05 FEET; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 62.50 FEET AND AN ARC LENGTH OF 108.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 62.50 FEET AND AN ARC LENGTH OF 28.41 FEET; THENCE SOUTH 25°36'48" WEST 38.30 FEET; THENCE SOUTH 38°42'30" WEST, 117.39 FEET; THENCE SOUTH 90°00'00" WEST, 47.05 FEET; THENCE NORTH 38°40'01" EAST, 184.08 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

A.P. NO: 31333020500000

125V

SYPHAMESON SON

0630316001 Page: 2 of 5

UNOFFICIAL COPY

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 June 1, 2006, the amount payable under the Loan Documents is U.S. \$172,453.65 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 May 01, 2033.
- 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 6.250% for the payments due from July 1, 2006 through and including May 11, 2033.
- 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 \$1.104.47 for the payments due from July 1, 2006 through and including May 01, 2033. Len 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 (t.F.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.

0630316001 Page: 3 of 5

Of Collnin Clark's Office

UNOFFICIAL COPY

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.

Witness 1 Signature

Printed Name of Witness

Witness 2 Signature

Printed Name of Witness

0630316001 Page: 4 of 5

UNOFFICIAL C

Mortgage Electronic Registration Systems, Inc.

Assistant Vice President

STATE OF OHIO **COUNTY OF FRANKLIN**

The Coop Co 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 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 the ento by its Board of Directors.

In Testimony Whereof, I have hereunto subscribed my name, and affixed in official seal, at Columbus, Ohio, this 22rd day of Soptember, 2006

Danny P. Madden Notary Public, State of Onio My Commission Expires 11-04-2010

My commission expires: 11-4-2012 Danny P. Madden

0630316001 Page: 5 of 5

UNOFFICIAL COPY

ACKNOWLEDGEMENT

STATE OF	ILLINOIS
COUNTY OF	COOK

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

In Te timony Whereof, I have hereunto subscribed my name and affixed my official seal at

ARK Forest this 16 day of June 2006

My commission expires: 4-2-08

OFFICIAL SEAL*

Laura D. Marshall

Notary Public, State of Illinois

Cook County

My Commission Expires September 2, 2008