

# UNOFFICIAL COPY



Doc#: 0631222082 Fee: \$34.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/08/2006 12:27 PM Pg: 1 of 6

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## LOAN MODIFICATION AGREEMENT

STATE: ILLINOIS  
COUNTY: COOK

When recorded mail to:

First American Title  
Loss Mitigation Title Services-LMTS  
P.O. Box 27670  
Santa Ana, CA 92799  
Attn: MOD DEPARTMENT

TITLE#: 3135610

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(ADDITIONAL RECORDING FEE APPLIES)

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First American Title *ML*  
 P.O. Box 27670  
 Santa Ana, CA 92799  
 Attn: Recording Dept.  
 3135610

Loan #0007998023

**LOAN MODIFICATION AGREEMENT  
 (Providing for Fixed Interest Rate)**

This Loan Modification Agreement ("Agreement"), made this 25<sup>th</sup> day of September, 2006, between EDGAR BUCK ("Borrower") whose address is 471 W. Winneconna Pkwy., Chicago, IL 60620 and ABN AMRO Mortgage Group, Inc. ("Lender") 2600 W. Big Beaver Road, Troy, MI 48084, amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated January 30, 2002 in the amount of \$107,903.00 and recorded in Instrument #0020184679, of the Records of Cook County and (2) the Note bearing the same date as, 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 471 W. Winneconna Pkwy., Chicago, IL 60620 the real property described being set forth as follows:

LEGAL DESCRIPTION

SEE ATTACHED

\*This property is or will be improved by a single family dwelling.

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

1. As of September 1, 2006 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$118,290.46, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date. The existing principal balance prior to modification was \$104,093.87.
2. 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 7.375 %, from September 1, 2006. The Borrower promises to make monthly payments of principal and interest of U.S. \$817.00, beginning on the 1<sup>st</sup> day of October, 2006, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on September 1, 2036 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

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The Borrower will make payments at ABN AMRO Mortgage Group, Inc. or at such other place as the Lender may require.

3. 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 this Security Instrument.

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 this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, 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 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, of 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 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.

5. 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 the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

This Document Drafted By:

\*\*\*Rochelle Mansor\*\*\*

ABN AMRO Mortgage Group, Inc.

320 E. Big Beaver Road

Troy, MI 48083





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**D. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO, AND DESCRIBED AS FOLLOWS:**

THAT PART OF LOTS 5 AND 6 IN THE RESUBDIVISION OF BLOCK 14 IN AUBURN PARK SUBDIVISION, BEING A SUBDIVISION IN SECTION 28, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 00 01' 00" WEST 31.00 FEET ALONG THE WEST LINE THEREOF; THENCE NORTH 90 00' 00" EAST 26.76 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 00' 00" EAST 26.58 FEET; THENCE NORTH 00 02' 31" WEST 119.12 FEET TO THE NORTH LINE OF SAID LOT 5; THENCE SOUTHWESTERLY 29.10 FEET ALONG THE ARC OF A CIRCLE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 134.00 FEET (THE CHORD OF SAID ARC BEARS SOUTH 66 12' 21" WEST 29.04 FEET); THENCE SOUTH 00 02 31" EAST 107.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## LIMITATION OF LIABILITY

THIS REPORT CONTAINS INFORMATION OBTAINED FROM PUBLIC RECORDS IN THE COUNTY WHERE THE LAND IS LOCATED WHICH GIVES NOTICE OF MATTERS RELATING TO SAID LAND. EASEMENTS, RIGHTS OF WAY AND CC&R'S ARE NOT REPORTED. THIS REPORT IS NOT INTENDED TO BE, NOR SHOULD IT BE RELIED UPON AS A LEGAL OPINION OF TITLE OR ANY FORM OF TITLE INSURANCE. AS A PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, THE RECIPIENT AGREES THAT FIRST AMERICAN NATIONWIDE TITLE SERVICES' SOLE LIABILITY FOR ANY LOSS OR DAMAGE ARISING BY REASON OF ANY ERROR OR OMISSION CONTAINED HEREIN SHALL BE LIMITED BY THIS PARAGRAPH.