



Doc#: 0633548063 Fee: \$28.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 12/01/2006 12:01 PM Pg: 1 of 3

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Tax #:

009-050-1699227031

04-27-201-898-1004

LOAN #0026545616

MIN#100020000265456164

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 6th day of February, 2006, between Robert E. Appel and Nadia Appel ("Borrower"), whose address is 2350 Chestnut Avenue North Unit 102, Glenview, IL 60026, and Mortgage Electronic Registration Systems, Inc*., as Nominee for PHH Mortgage Corporation ("Lender"), whose address is 4001 Leadenhall Road, Mt. Laurel, NJ 08054 amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated 7-21-05 and recorded in instrument # 052135304 of the County Records of Cook County, Illinois, 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 2350 Chestnut Avenue North Unit 102, Glenview, IL 60026 the real property described being set forth as follows:

Recorded on 8-1-05

PARCEL 1: UNIT N102 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN GLENSHORE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0517834091, IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EXCLUSIVE USE FOR PARKING PURPOSES IN AND TO PARKING SPACE NO(S). N102A AND N102B, LIMITED COMMON ELEMENTS, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

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):

The first paragraph of the "Security Instrument" (Mortgage, Deed of Trust or Deed to Secure Debt) is amended and supplemented as follows:

Borrower owes Lender the principal sum of Two Hundred, Seventy-Five Thousand, Three Hundred, Eight-Six Dollars and Fifty-Eight Cents (U.S. \$ 275,386.58). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 1, 2035.

Paragraph 1 of the Note is amended and supplemented as follows:

1. BORROWER'S PROMISE TO PAY:

In return for a loan that I have received, I promise to pay U.S. \$ 275,386.58 (this amount is called "principal"), plus interest, to the order of the Lender.

*S-L
S-Y
P-3
S-N
M...
...*

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Paragraph 2 of the Note is amended and supplemented as follows:

2. INTEREST

I will pay interest at a yearly rate of 4.625 %.

Paragraph 3 of the Note is amended and supplemented as follows:

PAYMENTS

I will make my monthly payments on the 01st day of each month beginning on September 1, 2005

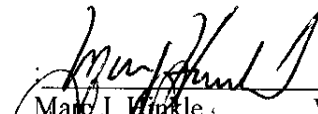
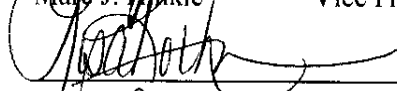
If on, August 1, 2035 I still owe amounts under the Note, I will pay those amounts in full on that date, which is called my "Maturity Date". My monthly principal and interest payment will be in the amount of U.S. \$1,415.87.

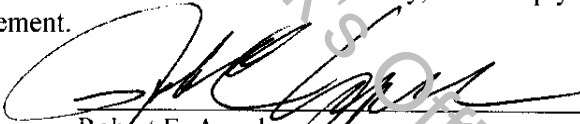
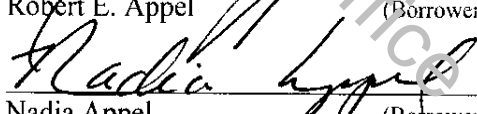
*Payments

I will make my monthly payments on the 1st day of each month beginning on September 1, 2005. If on, August 1, 2035, I still owe amounts under the Note, I will pay those amounts in full on that date, which is called my "Maturity Date". My monthly principal and interest payment will be in the amount of US. \$1,415.87 until my first adjustment effective with my September 1, 2008 payment.

*"MERS" is Mortgage Electronic Registrations Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note, and/or Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender shall continue to be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

By _____ (Seal)

 Marc J. Winkle Vice President

 Lisa Rothwein Assistant Secretary

_____ (Seal)

 Robert E. Appel (Borrower)
 _____ (Seal)

 Nadia Appel (Borrower)

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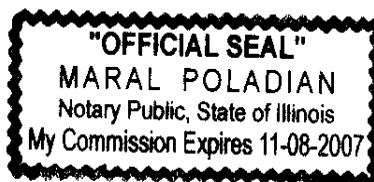
-----[Space Below This Line For Acknowledgments]-----

INDIVIDUAL ACKNOWLEDGMENTSTATE OF ILLINOIS :
COUNTY OF Cook : SS.

BE IT REMEMBERED, That on this 7th day of February in the year of Our Lord 2006 before me, the subscriber, a Notary Public of Illinois personally appeared Robert E. Appel and Nadia B. Appel who I am satisfied is/are the person(s) who signed the within instrument, and I acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed. All of which is hereby certified.

Sworn to and Subscribed
before me on this 7th day of February, 2006

Mara Poladian
Notary Public

**CORPORATE ACKNOWLEDGMENT**STATE OF NEW JERSEY
COUNTY OF BURLINGTON

ON _____, 2006, before me, the undersigned, a Notary Public in and for said state and county, personally appeared Marc J Hinkle and Lisa Rothman personally known to me or proved to me on the basis of satisfactory evidence to be the Vice President and Assistant Secretary of the CORPORATION that executed the within instrument, on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or resolution of its Board of Directors. Witness my hand and official seal in the state and county last aforesaid.

Cynthia L. Rabe
Notary Public

Cynthia L. Rabe
Notary Public of New Jersey
My Commission Expires March 16, 2008

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