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Doc#: 0706115009 Fee: \$32.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/02/2007 08:37 AM Pg: 1 of 5

Space Above This Line For Recording Data

Prepared By: National City Mortgage Co., a subsidiary of National City Bank

JESSICA ADAMS Loss Mitigation

Building 2

3232 Newmark Drive

Miamisburg OH 45342

NCM 3361926

11510799

When recorded mail to: *MPG*
First American Title Lenders Advantage
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44115 *3220316*
Attn: National Recordings 1120

FHA Case No.

734 137-3010854

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement") is made this 27th day of November, 2006, between OSCAR FRANCISCO & LEONCIA FRANCISCO & EMILINA CO single ("Borrower(s)") married and National City Mortgage Co., a subsidiary of National City Bank dba Commonwealth United Mortgage Company ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt the "Security Instrument", dated July 12, 2004 and recorded July 27, 2004 as Instrument No. 420917111

of the Official 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

1302 FALL CT, WHEELING, IL 60090

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MS
JFK*

UNOFFICIAL COPY**Exhibit "A"**

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

PARCEL 1:

UNIT "A"-68 AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF
 REAL ESTATE:

LOTS 67 TO 72, BOTH INCLUSIVE, IN CEDAR RUN SUBDIVISION, BEING A SUBDIVISION OF
 THE NORTH

EAST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL
 MERIDIAN,

ACCORDING TO THE PLAT THEREOF, RECORDED ON OCTOBER 1, 1971 AS DOCUMENT
 NUMBER 21560896

IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, WHICH SURVEY
 IS ATTACHED

AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY TEKTON
 CORPORATION, A CORPORATION OF DELAWARE, RECORDED IN THE OFFICE OF THE
 RECORDER OF DEEDS

OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22734100 TOGETHER WITH THE
 UNDIVIDED

PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE
 DECLARATION

OF EASEMENTS DATED NOVEMBER 3, 1972 RECORDED NOVEMBER 3, 1972 AS DOCUMENT
 NUMBER

22109221 AND AS CREATED BY DEED FROM AMALGAMATED TO EINECKER RECORDED
 JULY 8, 1974 AS

DOCUMENT NUMBER 22775181 FOR INGRESS AND EGRESS IN COOK COUNTY, ILLINOIS.

A.P. NO: 03-04-203-066-1005

 FRANCISCO

11510799

IL

FIRST AMERICAN LENDERS ADVANTAGE

MODIFICATION AGREEMENT



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The real property described being set forth as follows:
See Attached Exhibit A

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 December 1, 2006, the amount payable under the Note and the Security Instrument (the "unpaid Principal Balance") is U.S. \$173,358.26, consisting of the amount(s) loaned to the Borrower(s) by the lender and any interest capitalized to date.
2. The borrower(s) 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 6.500% from December 1, 2006. The Borrower(s) promises to make monthly payments of principal and interest of U.S. \$1,095.74 beginning on the day of January 1, 2007 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on December 1, 2036, the Borrower(s) still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower(s) will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at (Lender's address)

National City Mortgage Co.,
a subsidiary of National City Bank
3232 Newmark Drive,
Miamisburg Ohio, 45342

or at such other place as the Lender may require.

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3. The Borrower(s) represents that the Borrower(s) [Signature] is, [Signature] ~~_____~~, the occupant of the Property.
4. The Security Instrument, including without limitations, 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(s) 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 number 1 above:
 - a. Instrument (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 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 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(s) and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

[Signature]
 OSCAR FRANCISCO

[Signature]
 Witness Signature
 Printed Name: TARA ESPINOZA

[Signature]
 LEONCIA FRANCISCO

[Signature]
 Witness Signature
 Printed Name: TARA ESPINOZA

[Signature]
 EMILINA CO

[Signature]
 Witness Signature
 Printed Name: TARA ESPINOZA

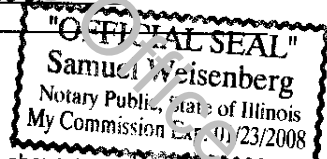
(Space Below This Line For Acknowledgement)

STATE OF Illinois :
 COUNTY OF Cook

On this 29 day of November, 2006, before me a notary public came the above named

OSCAR FRANCISCO & LEONCIA FRANCISCO & EMILINA CO
 acknowledged the within indenture of Mortgage to be their act and deed, and desired the same to be recorded as such.

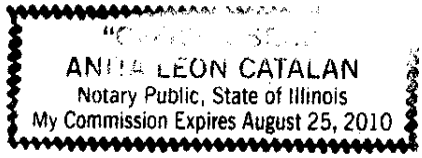
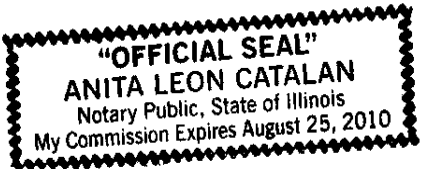
Witness my hand and seal, the day and year aforesaid.



[Signature]

[Signature]
 Notary Public Signature

My commission expires: 08/25/10



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 National City Mortgage Co.,
 a subsidiary of National City Bank
 By: Michael Greaser
 Its: Mortgage Officer

 Witness

 Witness

Property of Cook County Notary Public's Office

 (Space Below This Line For Corporate Acknowledgement)

STATE OF: OHIO
 COUNTY OF: MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared Michael Greaser, the Mortgage Officer of National City Mortgage Co., a subsidiary of National City Bank, known to me to be a person whose name is subscribed to the following instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed as the act and deed of said corporation/association and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 2nd day of FEBRUARY, 2007.

 Notary Public (Seal)
 Printed Name:

My Commission Expires: _____

**Robert D. Seubert, Notary Public
 in and for the State of Ohio
 My Commission Expires June 26, 2010**