

UNOFFICIAL COPY



Doc#: 0712110080 Fee: \$34.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/01/2007 11:59 AM Pg: 1 of 6

AFTER RECORDING PLEASE RETURN TO:
ABN AMRO MORTGAGE GROUP
7159 Corklan Drive
Jacksonville, FL 32258

ABN AMRO LOAN #: 0626000849FHLMC #721016337
THIS DOCUMENT WAS PREPARED BY: BRANDY BEATON
30064528

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification") Dated the 30th day of March 2007, between Colin D. Howard and Chanyae G. Howard ("Borrower") and ABN AMRO Mortgage Group, INC ("Lender"), amends and supplements (1) the Note "Note" made by Colin D. Howard and Chanyae G. Howard, Husband and Wife in the original principal sum of U.S. \$212,400.00 dated September 13, 2002 and (2) the Mortgage, Deed of Trust (the "Security Instrument"), dated September 13, 2002 Recorded October 7, 2002 0021098663 Page 1-15 in the Official Records 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 3706 Edgewater Drive, Hazelcrest, IL 60429 the real property being described as follows:

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):

Handwritten marks and scribbles at the bottom right corner of the page.

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1. *The Borrower represents that the Borrower is the occupant of the Property.*
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 \$11,925.86 has been added to the indebtedness under the terms of the Note and Security Instrument, and that as of April 01, 2007, 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. \$183,478.00*
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 5.750%, beginning April 01, 2007. The Borrower promises to make monthly payments of principal and interest of U.S. \$1070.73 beginning on the 1st day of May, 2007, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on April 1, 2037 (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. *Except as otherwise modified herein, the Borrower will comply with all other covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower 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.*
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

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

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Modification Agreement
Signature Page 3

Witness By:

[Signature]
Signature
SAVIN BOSLEY
Print
MARVIN BOLEY
Print

[Signature]
Colin Howard
[Signature]
Chanaye M. Howard
Chanaye G. Howard

04/01/07
Date
04-01-2007
Date

[Signature]
Signature
MARVIN BOLEY
Print

State of ILLINOIS

County of COOK

The foregoing instrument was acknowledged before me on this the 1ST day of APRIL

2007 by COLIN HOWARD (Signor's Name Only)

CHANAYE G. HOWARD (Signor's Name Only)

residing at 3706 EDGENATER DR. HAZEL CREST IL

and who personally appeared before me and is personally known to me or provided to me on the basis of satisfactory evidence (IL DR. 414) to be the person(s) as stated above and who did/did not take an oath. 6/1/07

Notary Public Signature: [Signature]

DO NOT WRITE BELOW THIS LINE

LENDER:
Date 4/9/07

Witness [Signature]
Cynthia Williams

Witness [Signature]
Valencia Cook

[Signature]
ABN AMRO Mortgage Group, INC
Paula Webb, Vice President

State of Florida
County of Duval
On this 9th day of Apr. 1, 2007 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

OFFICIAL SEAL
SHARON DWAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 02/05/09

VERONICA FRASIER
MY COMMISSION # DD 622442
EXPIRES: February 23, 2011
Bonded Thru Notary Public Underwriters


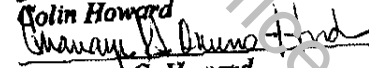
UNOFFICIAL COPY*Modification Due on Transfer Rider*

This Modification Due on Transfer Rider, effective the 01st day of April, 2007, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Colin Howard and Chanaye G. Howard (the "Borrower") at ABN AMRO Mortgage Group, INC (the "Lender") covering the property described in the Loan Modification Agreement located at: 3706 Edgewater Drive, Hazelcrest, IL 60429.

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.

04/01/07
Date
04.01.2007
Date


Colin Howard

Chanaye G. Howard

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BANKRUPTCY ADDENDUM

ABN AMRO #0626000849FHLMC #721016337

This Addendum is made a part of that Loan Modification Agreement entered into between ABN AMRO Mortgage Group, INC (the "Lender") and Colin Howard and Chanaye G. Howard (the "Borrower") dated April 1, 2007 (the "Loan Modification Agreement").

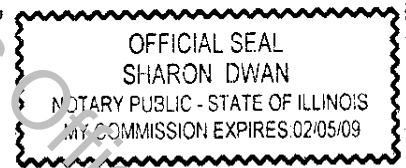
Notwithstanding anything to the contrary contained in the Loan Modification Agreement, the parties hereto acknowledge the effect of a discharge in bankruptcy that may have been granted to the Borrower prior to the execution hereof and that the Lender may not pursue the Borrower for personal liability. However, the parties acknowledge that the Lender retains certain rights, including but not limited to the right to foreclose its lien under appropriate circumstances. The parties agree that the consideration for this agreement is the Lender's forbearance from presently exercising its rights and pursuing its remedies under the Security Instrument as a result of the Borrower's default of its obligations there under. Nothing herein shall be construed to be an attempt to collect against the Borrower personally or an attempt to revive personal liability.

Signed this 1st day of April, 2007
Colin Howard
Chanaye G. Howard

(Space below this line for notarization)

STATE OF ILLINOIS
COUNTY OF COOK, SS
On this the 1st day of APRIL, 2007, before me SHARON DWAN
(Name of Notary) A NOTARY

PUBLIC, the undersigned officer, personally appeared COLIN HOWARD (Signor's Name) and CHANAYE G. HOWARD (Signor's Name) known to me (or satisfactorily proven) to be the person(s) whose name is subscribed to the within instrument, and acknowledged that (she) (he) executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seals.



[Signature]

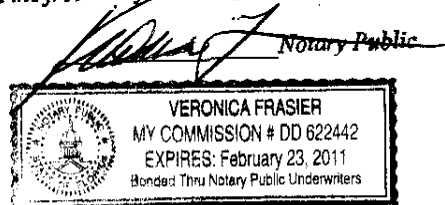
Notary Public

DO NOT WRITE BELOW THIS LINE

LENDER:
Date 4/9/07

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

State of Florida
County of Duval
On this 9th day of April, 2007 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.



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**ALTA Commitment
Schedule C**

File No.: 143493

Legal Description:

Lot 181 in Dynasty Lake Estates Unit No. 3, being a Subdivision of part of the Northeast 1/4 of Section 2, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office