

UNOFFICIAL COPY



Doc#: 0713706084 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 05/17/2007 02:22 PM Pg: 1 of 4

When Recorded Mail To:  
COUNTRYWIDE HOME LOANS, INC.  
1700 WEST LOOP SOUTH, SUITE 260  
HOUSTON, TEXAS 77027

This Instrument Prepared By:  
COUNTRYWIDE HOME LOANS, INC.  
1700 WEST LOOP SOUTH, SUITE 260  
HOUSTON, TEXAS 77027

Parcel ID Number: 10-32-411-067-0000

[Space Above This Line For Recording Data]

Doc ID # 00010032321905005  
MIN 1000157-0005236638-8

### MODIFICATION OF NOTE AND SECURITY INSTRUMENT

This Modification of Note and Security Instrument (the "Modification"), to be effective on **FEBRUARY 1, 2007**, is entered into by and among **VIRGIL TIRAN and LAVINIA TIRAN** ("Borrower"), **COUNTRYWIDE HOME LOANS, INC.**, ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("Mortgagee"), and amends and supplements that certain promissory note, dated **MAY 31, 2005**, in the original principal amount of **\$1,252,762.00** ("Note"), secured by that certain Mortgage, Deed of Trust, Security Deed or other security instrument of the same date, granted or assigned to Mortgage Electronic Registration Systems, Inc., as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), Post Office Box 2026, Flint, Michigan 48501-2026, and filed for record on **SEPTEMBER 8, 2005**, as Document No. **0525104216**, in the records of **COOK** County, State of **ILLINOIS** ("Security Instrument"), securing real property described as follows:

**LOT 2 IN IMPERIAL RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 15 AND 16 IN BARK AND ASSOCIATES EDGEBROOK ESTATES, IN SECTION 10, TOWNSHIPS 40 AND**

Modification of Note and Security Instrument  
Multistate (12/05)  
GV80090

(page 1 of 4 pages)

Handwritten initials/signature

# UNOFFICIAL COPY

**41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID IMPERIAL RESUBDIVISION RECORDED SEPT. 9, 1966 AS DOCUMENT NO. 19938531, IN COOK COUNTY, ILLINOIS.**

Commonly Known as **6751 N. EDGEBROOK TER., CHICAGO, ILLINOIS 60646**

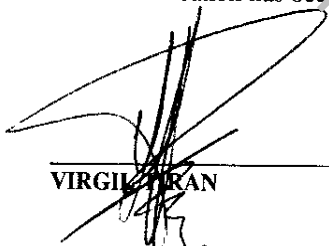
Borrower agrees as follows:

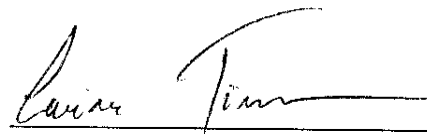
1. The terms of the Note and the Security Instrument, including any addenda and riders, are amended and modified as follows:
  - commencing on **MARCH 1, 2007** my regular monthly principal and interest payment under the Note shall be **\$ 5,960.38**.
  - the new Maturity Date is: **FEBRUARY 1, 2037**.
  - the Construction Loan Note Addendum and the Deed of Trust, Mortgage Rider for Construction are hereby null and void.
2. If construction is completed on a date before or after the effective date first shown above, Lender may at its option extend or shorten the maturity date shown in this Modification to make the remaining loan term equal to the permanent financing period of the Note. If Lender opts to change the maturity date, Lender will give notice to Borrower of the new maturity date. Borrower hereby consents to the foregoing and no further consent from Borrower is required.
3. If on the effective date first shown above, the total outstanding principal balance is less than the principal balance shown in this Modification, Lender may at its option re-amortize the outstanding principal balance and reduce Borrower's monthly payment. If Lender opts to re-amortize the outstanding principal balance, Lender will give notice to Borrower of the new monthly payment. Borrower hereby consents to the foregoing and no further consent from Borrower is required.

# UNOFFICIAL COPY

4. Nothing in this Modification will invalidate, impair or release any term or condition in the Note or the Security Instrument. The Note and the Security Instrument will continue in full force and effect. Any term or condition in the Note or the Security Instrument not modified in this Modification has the same force and effect as any term which is modified in this Modification. Borrower ratifies and confirms the terms and conditions of the Note and the Security Instrument, and covenants and agrees to perform and comply with the terms and conditions, as modified in this Modification.
5. Nothing in this Modification will be understood or construed as a substitution, transference or novation of the existing debt.
6. Lender reserves all rights it has against all parties, including but not limited to all parties secondarily liable.
7. This Modification is binding upon and inures to the benefit of the heirs, executors, administrators, representatives, or successors and assigns of the respective parties.
8. All capitalized terms not defined in this Modification have the same meaning as in the Note or the Security Instrument.

This Modification has been executed by the parties below, effective the date first above written.

  
 \_\_\_\_\_ (Seal)  
 VIRGIL TIRAN -Borrower  
 \_\_\_\_\_ (Seal)  
 -Borrower

  
 \_\_\_\_\_ (Seal)  
 LAVINIA TIRAN -Borrower  
 \_\_\_\_\_ (Seal)  
 -Borrower

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

NOTARY ACKNOWLEDGEMENT PAGE IS ATTACHED

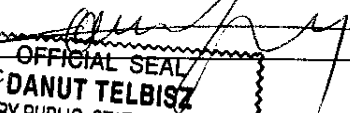
# UNOFFICIAL COPY

[Space Below This Line For Acknowledgment]

STATE OF Illinois, Cook COUNTY ss:

The foregoing instrument was acknowledged before me this 17 day of January, 2007, by **VIRGIL TIRAN and LAVINIA TIRAN**.

My Commission Expires: 8-11-2008

Notary Public   
**OFFICIAL SEAL**  
**DANUT TELBISZ**  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 8-11-2008

Property of Cook County Clerk's Office