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Doc#: 0725401107 Fee: \$34.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/11/2007 08:57 AM Pg: 1 of 6

Chase Horse Finance LLC

3415 Vision Drive Columbus, ON 43219 Prepared by Velta Machews

RE: Loan Number 1625038481

FHA: 137-1280910-703

(800) 446-8939 Homeowner's Assistance Department

When recorded mail to: MPC
First American Title Lenders Advantage
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44115 3588576
Attn: National Recordings 1120

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made effective the First day of July, 2007, between SHERRY D. TATE, ("Borrowers") and Chase Home Finance LLC successor by merger to Chase Manhattan Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") to Chase Home Finance LLC, successor by merger to Chase Manhattan Mortgage Corporation, dated August 30, 2001, and recorded as instrument number 0010874947, cn. September 20, 2001, of the Records of Cook County, (2) the Note bearing the same date as, and secured by, the Security Instrument ("Note"), (collectively, the "Loan Documents"), which cover the real and personal property described in the Security Instrument and defined therein as the "Property", located at 14616 SOUTH CAMPBELL AVENUE, POSEN, ILLINOIS 60469, with the original principal balance U.S. \$98,356.00, and the principal balance before the loan modification being U.S. \$97,597.65, the real property described being set forth as follows:

See Schedule A attached hereto and made a part hereof

A. P. NO.: 28122280050000

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

- 1. As of July 1, 2007, the amount payable under the Loan Documents is U.S. \$105,986.25 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- 2. The Maturity Date of the above referenced Note has not been amended from September 01, 2031.

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- 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 yearly rates as specified below:
 - (a) The rate of 7.000% for the payments due from August 1, **2007** through and including September 01, 2031.
- 4. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. The Borrower promises to make monthly payments of principal and interest as specified below:
 - (a) Monthly payments of \$758.71 for the payments due from August 1, 2007 through and including September 01, 2031. If on the Maturity Date, the Borrower still owes amounts under the Loan Documents as amended by this Agreement, the Borrower will pay such amounts in full on the Maturity Date.

The Borrower will make such payments at P.O. Box 78420, Phoenix, AZ 85062-8420, or at such other place as the Lender may require.

- 5. 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 the Loan Documents. If the Lender exercises his 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 the Loan Documents. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on the Borrower.
- 6. The Borrower also will comply with all other covenants, agreements, and requirements of the Loan Documents, including without 'imitation, the Borrower's covenants and agreements to make all payments of taxes, in surance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Loan Documents; 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 Loan Documents (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 affected to, wholly or partially incorporated into, or is part of, the Loan Documents and that contains any such terms and provisions as those referred to in (a) above.

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7. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Loan Documents. Except as otherwise specifically provided in this Agreement, the Loan Documents 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.

Witness 1 Signature

Russell I Soucek

Printed Name of Witness

Witness 2 Signature

FRED PENYO

Printed Name of Witness

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ACKNOWLEDGEMENT

STATE OF
COUNTY OFCook
Before me, a Notary Public, in and for said County, personally appeared the above named SHERRY D. TATE who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.
Chickey, IL., this /9 day of July, 2007
My commission expires: _5/26/2010 Notary Public
"OFFICIAL SEAL" CARMEN MADSEN NOT PY PUBLIC, STATE OF ILLINOIS MY (OMMISSION EXPIRES 5-26-10
C/O/T/S
MY (OMMISSION EXPIRES 5-26-10

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SCHEDULE A

LOT 9 IN CAMPBELL AVENUE GARDENS, OF THE EAST 1/2 OF THE WEST 1/2, WEST 1/2 OF THE EAST 1/2 OF LOT 25 OF ROBERTSON AND YOUNG'S SUBDIVISION, IN SECTION 12, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A, P. NO.: 28122280050000

MANAGERA TATE

IL

FIRST AMERICAN LENDERS ADVANTAGE

MODIFICATION POREEMENT

Or Cook County Clerk's Office

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UNOFFICIAL CC

Loan Number 1625038481

Chase Home Finance LLC successor by merger to Chase Manhattan Mortgage Corporation

Witness 1 Signature

Witness 2 Signature

Printed Name of Witness

Christopher Stump Assistant Vice President

STATE OF OHIO COUNTY OF FRANKLIN

OOT COUNTY Before me, a Notary Public, in and for said County, personally appeared Christopher Stump, to me known and known to the person who, as an Assistant Vice President of Chase Home Finance LLC successor by merger to Chase Manhattan Mortgage Corporation, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that said person did so sign said instrument in the name and behalf of said corpor tion as such officer; that the same is that person's free act and deed as such officer, and the true and corporate act and deed of said corporation; that said person was duly authorized thereunto by its Board of Directors.

In Testimony Whereof, I have hereunto subscribed my name, and affixed my official seal, at Columbus, Ohio, this day of C

My commission expires:

PAMELA MacGREGOR Nickery Public, State of Ohio My Commission Expires 01-03-11