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Cook County Recorder of Deeds  
Date: 04/16/2008 03:31 PM Pg: 1 of 4

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# 2913631

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

*Loan Modification Agreement*

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Document Title(s)

RECORDING REQUESTED BY:  
NATIONAL CITY MORTGAGE  
3232 NEWMARK DR  
MIAMISBURG, OH 45342

WHEN RECORDED RETURN TO:  
NATIONAL CITY MORTGAGE  
P O Box 8807 BLDG.9  
MIAMISBURG, OHIO 45482-0377  
ATTN: Linda Pryor

*SC*  
*SW*  
*P4*  
*SY*  
*MY*  
*MI*

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**LOAN MODIFICATION AGREEMENT**

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 26<sup>th</sup> day of July, 2004, between Romel Tan and Jacqueline Tan, Husband and Wife ("Borrower(s)") and National City Mortgage Co. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated December 15, 2003 and recorded in Cook County, State of Illinois (2) the Note bearing the same date as, and secured 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

7445 Tripp Avenue, Skokie, IL 60076

the real property described being set forth as follows:

See Legal Description Attached

Consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (not with standing anything to the contrary contained in the Note or Security Instrument):

*Recorded 3-16-2004 #0407640084*

1. As of July 26, 2004, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") Three Hundred Ten Thousand Hundred and 00/100 Dollars (\$310,000.00) 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 August 1, 2004. The Borrower(s) promises to make the monthly payments of principal and interest of U.S. \$1,959.42 beginning on the 1st day of September 2004, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on August 1, 2034 ("Maturity Date"), the borrower 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(s) will make such payments at 3232 Newmark Drive Miamisburg, Ohio 45342 or at such other place as the Lender may require.
3. 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(s) is sold or transferred and the Borrower(s) 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 this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower(s) 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(s) must pay all sums

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secured by this Security Instrument. If the Borrower(s) fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower(s).

- 4. The Borrower(s) also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, 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 No. 1 above:

- (a) all terms and provisions of the Note and Security 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 be 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.

Elaine M. Ruble  
 Witness to National City Mortgage

National City Mortgage Co.  
 (Lender)

Chris Thuro  
 Witness to National City Mortgage

John B. Third (Seal)  
 John B. Third, Vice President

Syed Hussaini  
 Witness to Borrower

Romel Tan (Seal)  
 Romel Tan (Borrower)

Rebecca Angel Moreno  
 Witness to Borrower

Jaqueline S. Tan (Seal)  
 Jaqueline Tan (Borrower)

State of Ohio  
 County of Montgomery

Subscribed, sworn and acknowledged to before me by John B. Third, Vice President of National City Mortgage Co., (Lender) this 5<sup>th</sup> day of August 2004.

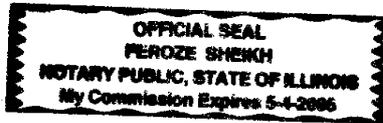


Elaine M. Ruble  
 Notary Public  
 My Commission Expiration Date is: \_\_\_\_\_  
 ELAINE M. RUBLE, Notary Public  
 In and for the State of Ohio  
 My Commission Expires Jan. 02, 2008

State of IL  
 County of Cook

Subscribed, sworn and acknowledged to before me by Romel Tan and Jacqueline Tan, Husband and Wife (Borrower(s)) this 9<sup>th</sup> day of Aug. 2004

\_\_\_\_\_  
 Notary Public  
 My Commission Expiration Date is: \_\_\_\_\_



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(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

## TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, the following described property located in the County of Cook [Type of Recording Jurisdiction] of Cook [Name of Recording Jurisdiction]:

THE NORTH HALF OF LOT 13 AND ALL OF LOT 14 IN BLOCK 6 IN ARTHUR NICKEL AND COMPANY'S THIRD ADDITION TO HOWARD "L" SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 12 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel ID Number: 10-27-411-062 which currently has the address of [Street] 7445 TRIPP AVE. [City], Illinois 60076 [Zip Code] SKOKIE ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

INITIALS: DT [Signature]