

RETURN TO:
GMAC Mortgage Corporation
100 WITMER ROAD
HORSHAM, PA 19044
Attn: Capital Markets



ACCOUNT# 497679308

MODIFICATION AGREEMENT

THIS AGREEMENT, dated as of the 21st day of September, A.D. 1999, by and between Charles E. Thomas, ("Mortgagor") and GMAC MORTGAGE CORPORATION, a Pennsylvania Corporation, ("Mortgagee"), with its principal office at 100 Witmer Rd., Horsham, PA 19044.

WITNESSETH:

WHEREAS, Mortgagor executed and delivered to Mortgagee a Mortgage/Deed of Trust/Security Deed (the "Security Instrument") dated August 28, 1998, which was recorded on September 2, 1998, as Instrument No. 98785026, in the official records of Cook County, securing the principal indebtedness of One Hundred Forty Three Thousand dollars AND ***** (\$143,000.00), evidenced by a certain Note/Bond/Bond and Warrant (the "Note") of the same date, payable to Mortgagee, and secured upon premises:

1703 N. Mango, Chicago, IL 60639

WHEREAS, the parties wish to amend the Note and Security Instrument as hereinafter indicated.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

ERROR: The 1-4 Family Rider was missing from the mortgage.

CORRECTION: Add the 1-4 Family Rider to the mortgage.

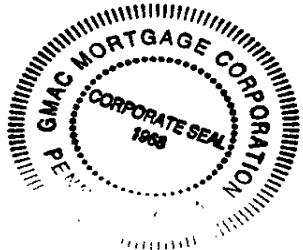
All covenants, agreements, provisions, terms, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Mortgagor's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof; nor shall this Agreement in any way impair, diminish, or affect any of the Mortgagee's rights or remedies under the Note or Security Instrument, whether such rights or remedies arise thereunder or by operation of law.

IN WITNESS WHEREOF, and intending to be legally bound hereby, this Instrument has been executed as of the day and year first above written.

Charles E. Thomas (SEAL)
Charles E. Thomas Mortgageor

* *Sheila Mema*
Witness

* *Janaine E. Thomas*
Witness



GMAC MORTGAGE CORPORATION

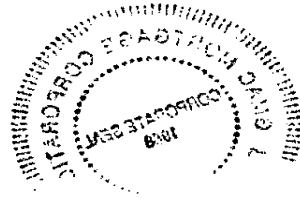
By: *Janet Vollmer* (SEAL)
Janet Vollmer

Attest: *M. Snyder* (SEAL)
M. Snyder Notary (Title)

State of _____
County of _____ SS

UNOFFICIAL COPY

Property of Cook County Clerk's Office

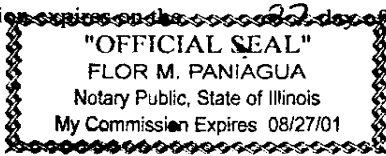


UNOFFICIAL COPY

I, Charles E. Thomas, notary public for the county aforesaid in the state of Illinois do certify that Charles E. Thomas, whose name(s) are signed to writing above, bearing date on the 23 day of Sept, 19 99 has/have acknowledged the same before me in my and state aforesaid. Dr. Lic TS 20 - 455 - 2100

Given under my hand and official seal this 23 day of sept, 19 99

My commission expires on the 22 day of Aug, 19 2001



Flor M. Paniagua
NOTARY PUBLIC

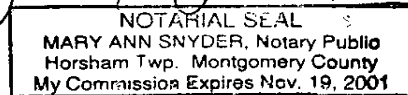
State of PENNSYLVANIA
County of MONTGOMERY SS

I, MARY ANN SNYDER a notary public for the county aforesaid in the state of PENNSYLVANIA do certify that Janet Vollmer, ASSISTANT VICE PRESIDENT OF GMAC MORTGAGE CORPORATION whose name(s) are signed to writing above, bearing date on the 9th day of November, 1999 has/have acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf on which the person(s) acted, executed the instrument.

Given under my hand and official seal this 9th day of November, 1999

My commission expires on the 19th day of November, 2001.

Mary Ann Snyder
NOTARY PUBLIC



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LEGAL DESCRIPTION

Tax ID No: 13-32-409-051

Lot 12 in Block 3 in Keeney's 4th North Avenue Subdivision in the Southeast $\frac{1}{4}$
Of Section 32, Township 40 North, Range 13, East of Third Principal Meridian,
In Cook County, Illinois.

Property of Cook County Clerk's Office

UNOFFICIAL COPY**1-4 FAMILY RIDER**
Assignment of Rents

LOAN NO: 497679308

THIS 1-4 FAMILY RIDER is made this 28th day of August, 1998, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

GMAC Mortgage Corporation

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1703 N Mango
Chicago, IL 60639

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

remedies permitted by the Security Instrument.
 Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the
I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take
 control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or
 Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application
 of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment
 of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.
 Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and
 has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant
 Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness
 If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the
 Property without any showing as to the inadequacy of the Property as security.
 appointed to take possession of and manage the Property and collect the Rents and profits derived from the
 sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall
 be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver
 appointed to take possession of and manage the Property and collect the Rents and profits derived from the
 including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and
 maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the
 agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents,
 demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's
 tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written
 Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each
 as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii)
 If Lender gives notice of breach to Borrower, (i) all Rents received by Borrower shall be held by Borrower

assignment and not an assignment for additional security only.
 the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute
 default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that
 Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of
 Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or
 the Property, regardless of whom the Rents of the Property are payable. Borrower authorizes Lender or
 Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of
H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

Instrument is a leasehold.
 Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security
 Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in
 the Property and all security deposits made in connection with leases of the Property. Upon the assignment,
G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of

covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
 sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining
F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first

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89160454

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

x Charles E. Thomas (Seal)
Charles E. Thomas -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

[Sign Original Only]

Property of Cook County Clerk's Office

LOAN NO: 497679308

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