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99430694

48 9 0152 08 001 Page 1 of 6
1999-05-04 16:35:10
Cook County Recorder 31.00

WHEN RECORDED MAIL TO:

NORWEST MORTGAGE
1595 SPRUCE ST. MS 120706
RIVERSIDE, CA 92507



99430694

LOAN: 472-1293312

TITLE: 118123

ELS #:

1419750

THIS SPACE FOR RECORDER'S USE ONLY

MODIFICATION OF A DEED OF TRUST

MAIL TO ➔ BOX 352



LENDERS ADVANTAGE

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(ADDITIONAL RECORDING FEE APPLIES)

UNOFFICIAL COPY

MAIL TO BOX 352

99430694

Norwest Loan #: 472-1293312
Investor Loan #: LH0632216/FATCO #118123
This document was prepared by: Pat Schroeder
~~After recording please return to:~~ Norwest Mortgage, Inc.
Address: 1595 Spruce St. MS 120706
City, State, Zip: Riverside, CA 92507

14/9750

FIXED RATE LOAN MODIFICATION AGREEMENT

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS:
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement ("Modification"), effective **May 1, 1999**, between **TIMOTHY SMITH and FRANCES C. SMITH, HIS WIFE** ("Borrower/Grantor") and **Norwest Mortgage, Inc.** ("Lender/Grantee"), amends and supplements (1) the Note (the "Note") made by the Borrower, dated **September 30, 1993**, in the original principal sum of U.S. **\$141,750.00**, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on **October 6, 1993** as Document No. **93-801813** in Book or Liber, at page(s), of the Official Records of **COOK COUNTY, 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 **6028 SOUTH CALIFORNIA AVENUE, CHICAGO, ILLINOIS 60629**, the real property being described as follows:

LOT 9 AND LOT 10 IN BLOCK 8 IN COBE AND MCKINNON'S 63RD STREET AND SACRAMENTO AVENUE SUBDIVISION OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
TAX ID NO. 19-13-315-030

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 agreement 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):

1. The Borrower represents that the Borrower(s) IS the occupant of the Property and are one and the same individuals(s) who executed the original instruments.
2. The Borrower acknowledges that the Lender has incurred, paid or otherwise advanced 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 **\$8,850.88** have been added to the indebtedness under the terms of the Note and Security Instrument, and that as of **June 1, 1999**, the amount, including the amounts which have been added to the indebtedness, payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$142,430.86**.
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 **8.375%**, beginning **May 1, 1999**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,082.58** (not including

escrow deposit), beginning on June 1, 1999 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on May 1, 2029 (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 Norwest Mortgage, Inc. or at such other place as the Lender may require.

4. If the Borrower is in default, the Lender may, by providing a written notice to the Borrower, notify the Borrower that the Borrower is in default and that the interest which shall be charged on the Unpaid Principal Balance may be increased to a yearly rate of 8.375% beginning on an effective date stated in the notice which is at least 30 days after the date on which the notice is delivered or mailed to the Borrower. Unless the entire indebtedness is accelerated, as specified in the Note, the Borrower shall pay such increased monthly payments of principal and interest, as adjusted for the increased rate of interest, as specified by the Lender. The Borrower acknowledges that this would constitute an increase in the rate of interest, compared to the rate of interest which would otherwise apply if the Borrower had not defaulted on this Modification.
5. 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's 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.
6. 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.
7. 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. *[Check box if applicable.]*

☐

1-4 Family Rider - Assignment of Rents

8. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower(s) agree 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 30 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.

[To be signed by all borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

X 4-15-99
Date

X Timothy Smith
TIMOTHY SMITH Borrower

X 4-15-99
Date

X Frances C. Smith
FRANCES C. SMITH Borrower

X 4-15-99
Date

X Lakeita Senior
Witness

X 4-15-99
Date

X Lakeita Senior - Muhammad
Witness

[Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction]

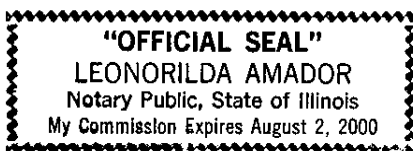
State of Illinois
County of Cook

On April 15, 99
Date

before me, Leonorilda Amador - Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared TIMOTHY SMITH AND FRANCES C. SMITH
Name(s) of Signer(s)

☐ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



August 2, 2000
Date Commission Expires

WITNESS my hand and official seal

X Leonorilda Amador
Signature of Notary Public

Investor Loan No.: LH0632216/FATCO
#118123

NMI Loan No.: 472-1293312

APRIL 16, 1999

-Date

NORWEST MORTGAGE, INC.

-Lender

By:

Ines Deis, Assistant Vice President

Date

Witness

Date

Witness

[Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction]

State of CALIFORNIACounty of RIVERSIDEOn APRIL 16, 1999

Date

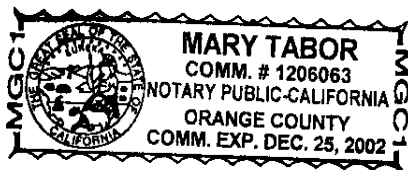
before me, MARY TABOR, NOTARY PUBLIC

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared INES DEIS, ASSISTANT VICE PRESIDENT

Name(s) of Signer(s)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument



WITNESS my hand and official seal.

Date Commission Expires

Signature of Notary Public

RECORD & RETURN TO: Norwest Mortgage, Inc.
1595 Spruce St. MS 120706
Riverside, CA 92507

STATE OF ILLINOIS Effective Date: May 1, 1999
Borrower(s): TIMOTHY SMITH
COUNTY OF COOK FRANCES C. SMITH
Property Address: 6028 SOUTH CALIFORNIA
AVENUE, CHICAGO, ILLINOIS
60629

NMI Loan No.: 472-1293312

COMPLIANCE AGREEMENT

The undersigned Borrower(s), in consideration of the Loan Modification of the above-described loan by **NORWEST MORTGAGE, INC.** and/or its successors and assigns ("Lender") in the amount of **\$142,430.86**, as evidenced by a Promissory Note and secured by the original Deed of Trust or Mortgage dated **September 30, 1993**, against the real property commonly known as:

6028 SOUTH CALIFORNIA AVENUE, CHICAGO, ILLINOIS 60629

agrees to fully cooperate with any reasonable requests made by Lender, or its agent, (1) to complete such Loan Modification; or, (2) to enable Lender to sell, convey, seek a guaranty or obtain insurance for, or market said loan to any purchaser, including but not limited to, any investor or institution, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Department of Veterans Affairs, or any municipal bonding authority, or to ensure enforceability of loan if kept in Lender's own portfolio. These requests may include, but are not limited to, all changes, corrections, re-executions or modifications of any documents related to such loan, or execution or any additional documents as may be required.

The undersigned will comply with all such requests within thirty (30) days from the date they are made by Lender or its agent. If Borrower(s) fails to meet its obligations hereunder, Borrower(s) agree to be liable for and to pay or reimburse Lender for all costs including, but not limited to, actual expenses, legal fees, court costs, and marketing losses incurred or sustained by Lender to enforce its rights hereunder and caused by such failure.

Dated this 15th day of April, 1999

Lakeita Senior
Witness

Clifford Senior
Witness

Timothy Smith
as TIMOTHY SMITH

Frances C. Smith
as FRANCES C. SMITH