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99434657

4/14/07 08 001 Page 1 of 6  
1999-05-05 12:17:16  
Cook County Recorder 31.00



99434657

WHEN RECORDED MAIL TO:

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

LOAN: 7306229

TITLE: 117585

ELS #: \_\_\_\_\_

1416328

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)

MAIL TO BOX 352

Norwest Loan #:	7306229
Investor Loan #:	0608250
This document was prepared by:	Jackie Cheah
After recording please return to:	Norwest Mortgage, Inc.
Address:	1595 Spruce St. MS 120706
City, State, Zip	Riverside, CA 92507

**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

1416322

This Loan Modification Agreement ("Modification"), effective **May 1, 1999**, between **Steven E. Humphrey and Patricia A. Humphrey, His Wife** ("Borrower/Grantor") and **Norwest Mortgage, Inc.** ("Lender/Grantee"), amends and supplements (1) the Note (the "Note") made by the Borrower, dated **June 18, 1991**, in the original principal sum of U.S. **\$126,325.00**, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on **July 2, 1991** as Document No. **91-325895** in Book or Liber , at page(s) , of the **Official Records of Cook County, Illinois**. 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 **17613 Oakwood Drive, Tinley Park, IL 60477**, the real property being described as follows:

See Attachment

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 **\$8,196.95** 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. **\$126,097.44**.
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 **9.000%**, beginning **May 1, 1999**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,014.61** (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

Legal Description

SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, TO WIT:

LOT 239 IN TIMBERS EDGE UNIT 11B, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX ID # 27-34-204-0170000

Property of Cook County Clerk's Office

## UNOFFICIAL COPY

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 9.000% 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 4-16-99  
Date

X Steven E. Humphrey  
Steven E. Humphrey Borrower

X 4-16-99  
Date

X Patricia A. Humphrey  
Patricia A. Humphrey Borrower

X 4-16-99  
Date

X Angela Budniewski  
Witness

X 4/16/99  
Date

X Geraldine Renflett  
Witness

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

State of Illinois  
County of Cook

On 4-16-99 before me Nancy M. Nelson  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Steven E. Humphrey and Patricia A. Humphrey  
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.  
X Nancy M. Nelson  
Signature of Notary Public  
Commission Expiration Date: ~~4-16-99~~  
10-27-01

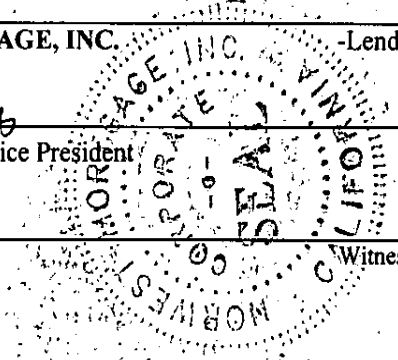


Investor Loan No.: 0608250  
NMI Loan No.: 7306229

April 19, 1999  
-Date

NORWEST MORTGAGE, INC. - Lender

By: Ines Deis  
Ines Deis, Assistant Vice President



Date

Witness

Date

Witness

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

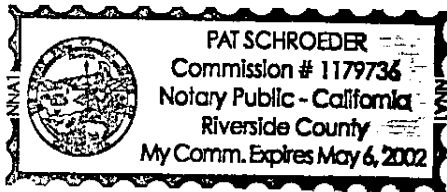
State of California

County of Riverside

On April 19, 1999 before me, Pat Schroeder, Notary Public  
Date 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.

Pat Schroeder  
Signature of Notary Public

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