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LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made effective the 7th day of April, 1999 between Andrew J. Barrera and Anna Marie Barrera, his wife ("Borrower") and Chase Manhattan Mortgage Corporation F/K/A Chemical Residential Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") to Chase Manhattan Mortgage Corporation F/K/A Chemical Residential Mortgage Corporation, dated the 19th day of July, 1995, recorded the 16th day of August, 1995, as Instrument No. 95539758, County of Cook, State of Illinois (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 2218 North 73rd Avenue, Elmwood Park, Illinois 60707, the real property described being set forth as follows:

LOT 53 (FXCEPT THE 33 1/3 FEET AND EXCEPT THE SOUTH 33 1/3 FEET THEREOF) IN HILL CREST BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 36, TOWNSHIP 46 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY. PLINOIS.

P.I.N. 12-36-213-026

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

- 1. As of March 1, 1999, the amount payable under the Loan Documents is U.S. \$129,351.15 (the "Unpaid Trincipal Balance") 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 been amended from August 1, 2025, to March 1, 2029 ("Maturity Date").
- 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 7.875% for the payments due from April 1, 1999 through and including March 1, 2029.
- 4. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. The Borrower promises to make monthly payn entropial and interest as specified below:
 - (a) Monthly payments of \$937.89 for the payments due from April 1, 1999 through and including March 1, 2029. 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 78109 Phoenix, AZ 85062-8109, 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 this 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

Box 70

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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 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 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.
- 7. Nothing it 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 Londer will be bound by, and comply with, all of the terms and provisions thereon as amended by this Agreement.

provisions thereof, as amended by this Agreement.	
Retonios Manne	Such I Lance
Witness 1	Andrew J. Barrera
Jonna Make	
Witness 2	
Latonic Dann	Charles Harrer
Witness 1	Anna Marie Barrera
Dearma McAkoe	2
Witness 2	
	Chase Manhattan Mortgage Corporation F/K/A
	Chemical Residential Mortgage Corporation
Witness June Sanford	Kene DReeds
Kaul Salod Barnio	Renee S. Deeds, Vice President
Witness 2	CO
{Space Below This Line for Acknowledgments}	
Prepared by:	

Chase Manhattan Mortgage Corporation 3415 Vision Drive Columbus, OH 43219-6009

RETURN TO:

CODILIS & ASSOCIATES, P.C. 7955 SOUTH CASS AVENUE SUITE 114 DARIEN, ILLINOIS 60561

Box 70

FILE NO. 99-114

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COUNTY OF COOK	
Before me, a Notary Public, in and for said County, pe Andrew J. Barrera, who acknowledged that he/she did sign the is his/her free act and deed.	
In Testimony Whereof, I have hereunto subscribed my Elmwood Park, this a sun day of Opril, 1999.	name and affixed my official seal at
Quean.	Sona
Ne	otary Publication
My commission expires: Masch 33, 3003	OFFICIAL SEAL SUSAN LONG NOTARY PUBLIC STATE OF ILLING MY COMMISSION EXPIRES:03/23A
900	Z
STATE OF <u>ZVinois</u> COUNTY OF <u>Cook</u>	
Before me, a Notary Public, in and for said County, per Marie Barrera, who acknowledged that he/she did sign the fore his/her free act and deed.	
In Testimony Whereof, I have her every subscribed my Elmond Pack, this as day of Open 1999.	name and affixed my official seal at
No.	otary Public
My commission expires: Manage 33, 4003	OFFICIAL SEAL SUSAN LONG NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:03/23/03
STATE OF OHIO COUNTY OF FRANKLIN	7,6
Before me, a Notary Public, in and for said County, per known and known to be the person who, as Vice President of CF/K/A Chemical Residential Mortgage Corporation, the corpor instrument, signed the same, and acknowledged to me that said the name and behalf of said corporation as such officer; that the as such officer, and the free and corporate act and deed of said authorized thereunto by its Board of Directors.	Chase Manhattan Mortgage Corporation ration which executed the foregoing I person did so sign said instrument in e same is that person's free act and deed
In Testimony Whereof, I have hereunto subscribed my Worthington Ohio, this,1999	
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KEVIN G. SIEFERT NOTARY PUBLIC, STATE OF OHIO My Commission Expires Nov. 13, 2002

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KEVIN G. SIEFERT में देशी साजाद अंक्रास के एका SPESEE 大鞋包 2018塔 柳江 柳江 南中草

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