RECORDING REQUESTE UNOFFICIAL COPY 99669367

FIRST AMERICAN TITLE INS. CO.

WHEN RECORDED MAIL TO:

ATI SUPPORT CENTER 3601 MINNESOTA DRIVE, STE 700 **BLOOMINGTON, MN 55435**

ATTN: STEPHANIE STORZ

472-3526166

FATCO TITLE #

THIS SPACE FOR RECORDER'S USE ONLY

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Cook County Recorder

1999-07-13 15:24:50

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MODIFICATION OF A DEED OF TRUST



LENDERS ADVANTAGE

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



99669367

Norwest Loan #: 472-3526166 **87593**

Investor Loan #: 0003526166

This document was prepared by: Nanette Francella

After recording please return to: Norwest Mortgage, Inc.

Address: 7495 New Horizon MS 123955

City, State, Zip Frederick, MD 21703

FIXED RATE LOAN MODIFICATION AGREEMENT

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS: ONE OF CHINAL 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 February 1, 1999, between Mohamed Abdul Megeed and Tarab Elmajid, husband and wife ("Borrower") and Norwest Mortgage, Inc. ("Lender"), amends and supplements (1) the Note (the "Note") made by the Borrower, dated July 2, 1996, in the original principal sum of U.S. §146,370.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on July 10, 1996 as Document No. 96-531174 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 7331 Beckwith, Morton Grove, IL 60053, the real property oring described as follows:

See Attachment

The Borrower has requested that the Lender modify the terms of the Note ard 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 \$28,115.83 have been added to the indebtedness under the terms of the Note and Security Instrument, and that as of February 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. \$173,453.46.
- 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 6.625%, beginning February 1, 1999. The Borrower promises to make monthly payments of principal and interest of U.S. \$\frac{\$\frac{1}{1}\frac{1}{2}\frac{1}{2}\frac{1}{2}}\$ (not including escrow deposit), beginning on March 1, 1999 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on February 1, 2029 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security (as rument, 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 to 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 8.000% 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 indebte mess 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 expect, 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 Fam	ily Rider	- Assignm	ent of Rents
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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 area red 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 torrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

1/19/99	mohamed me Geed
Date	Mohamed Abdul Megeed Borrower
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1110/99	Tarab Elmajid aka Tarab Abdel Majid Borrower
Date	Tarab Elmajid aka Tarab Abdel Majid Borrower
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Date	Borrower
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2/17/50	11 0 2 2
-Date	NORWEST MORTGAGE, INC.
	By: Don Davis- Vice President Michelle Shipley

[Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction] STATE OF 99669367 **COUNTY OF** 1999 before me personally appeared On this, the day of _ known to me personally to be the person(s) described in and who executed the same before me as their free act and deed. MY COMMISSION EXPIRES: {\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$\$ 'OFFICIAL SEAL" JANET ROBERTS Notary Public. State of Illinois STATE OF **COUNTY OF** before me personally appeared _day of On this, the _____ known to me personally to be the person(s) described in and who executed the same before me as their free act and deed. MY COMMISSION EXPIRES: NOTARY PUBLIC, STAFE OF PRINTED NAME OF NOTARY

(LENDER'S CORPORATE ACKNOWLEDGMENT)

STATE OF	Maryland		99669367					
COUNTY OF	Frederick		22003367					
BEFORE ME, or	n this day personally appeared _	Michelle Shipley	of Norwest Mortgage, Inc.					
its Assistant V			said corporation, being duly					
authorized to commit this transaction, DEPOSES and SWEARS on this, the day of February, 1989,								
that the foregoing instrument was executed for the purposes and consideration therein expressed.								
MY COMMISSION	EMPIRES:	REMOR Kal	OMQOM TATE OF Maryland					
My C	RENAE ROPINSON NOTARY PUBLIC - MARYLA - TO FREDERICK COUNTY Commission Expires August 11 2001	PRINTED NAME OF 1						

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Droporty Or Cc EXHIBIT A

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

THE NORTH 130 FEET OF LOT 5 IN BLOCK 8 IN GROVEDALE HOME UNIT NO. 3, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CENTER LINE OF SHERMER ROAD AND NORTH OF THE RIGHT OF WAY OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS (EXCEPTING THEREFROM THAT PART OF THE SOUTH 418.50 FEET THEREOF WHICH LIES EAST OF A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 13 AFORESAID THROUGH A POINT 1100.20 FEET WEST OF THE CENTER LINE OF SHERMER ROAD), IN COOK COUNTY, ILLINOIS

09-13-202-052-P.1.N