

UNOFFICIAL COPY

99715620

62/11/2 21 001 Page 1 of 3  
1999-07-27 15:08:38  
Cook County Recorder 47.00

NFO04

{Space Above This Line For Recording Data}



99715620

BOX 50

**LOAN MODIFICATION AGREEMENT  
(Providing for Fixed Interest Rate)**

This Loan Modification Agreement ("Agreement"), made effective the 18th day of June, 1999 between Betty A. Boatwright and Mattie Crook ("Borrower") and Chase Manhattan Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") to Berkshire Mortgage Corporation, dated November 4, 1999, recorded November 17, 1999, as Instrument No.08036086; and subsequently assigned to Chase Manhattan Mortgage Corporation, by assignment recorded November 17, 1999, as Instrument No. 08036067, 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 42 Granville Avenue, Bellwood, Illinois 60104, the real property described being set forth as follows:

The following described real estate situated in COOK County, Illinois, to-wit:

THE SOUTH 1/2 OF LOT 75 AND ALL OF LOT 76 IN ST. CHARLES ROAD FIRST ADDITION TO PROVISO, BEING A SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF ST. CHARLES ROAD, OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART CONVEYED TO THE CHICAGO AND NORTHWESTERN RAILROAD) IN COOK COUNTY, ILLINOIS.

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

1. As of June 1, 1999, the amount payable under the Loan Documents is U.S. \$91,088.45 (the "Unpaid Principal 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 December 1, 2028, to June 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 7.5% for the payments due from July 1, 1999 through and including June 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 payments of principal and interest as specified below:
  - (a) Monthly payments of \$636.90 for the payments due from July 1, 1999 through and including June 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



BOX 50

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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 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 in 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 Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Jessica Mitchell  
Witness 1

Betty A. Boatwright  
Betty A. Boatwright

Wesley Stewart  
Witness 2

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Mattie Crook (Deceased)

\_\_\_\_\_  
Witness 2

Brian T. Moore  
Witness 1

Chase Manhattan Mortgage Corporation

Renee S. Deeds  
Renee S. Deeds,  
Vice President

James Sanford  
Witness 2

\_\_\_\_\_  
{Space Below This Line for Acknowledgments}

Property of Cook County Clerk's Office BOX 50

BOX 50

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF Illinois  
COUNTY OF Cook

BOX 50

Before me, a Notary Public, in and for said County, personally appeared the above named Betty A. Boatwright, who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Chicago, this 01 day of July, 1999



Mark Ruttkay  
Notary Public

My commission expires: Notary Public, State of Illinois  
My Commission Expires July 31, 2000

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, a Notary Public, in and for said County, personally appeared the above named Mattie Crook, who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF OHIO  
COUNTY OF FRANKLIN

Before me, a Notary Public, in and for said County, personally appeared Renee S. Deeds, to me known and known to be the person who, as Vice President of Chase Manhattan Mortgage Corporation, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that said person did so sign said instrument in the name and behalf of said corporation as such officer; that the same is that person's free act and deed as such officer, and the free and corporate act and deed of said corporation; that said person was duly authorized thereunto by its Board of Directors.

In Testimony Whereof, I have hereunto subscribed my name, and affixed my official seal, at Worthington Ohio, this 8th day of July, 1999.

Kevin G. Siefert  
Notary Public



KEVIN G. SIEFERT  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires Nov. 13, 2002

THIS INSTRUMENT WAS PREPARED BY  
B. FISHER  
120 N. LA SALLE ST., STE. 2520  
CHICAGO, ILLINOIS 60602

BOX 50

UNOFFICIAL COPY

A

NOTARY PUBLIC  
STATE OF OHIO  
MR. [Name]  
[Address]  
[City, State, Zip]

Property of Cook County Clerk's Office

MR. Commission Expires [Date]  
NOTARY PUBLIC, STATE OF OHIO  
KEVIN G. SIEBERT



105746  
62.491  
2437  
468