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2000-10-13 09:03:21

Cook County Recorder

Loan No. 1033549898

SPACE ABOVE THIS LINE FOR RECORDER'S USE

5901739

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 7th day of June, 2000, between <u>Debria Parris</u>, "Borrower(s)", and BA Mortgage, LLC (a wholly owned subsidiary of Bank of America, N.A.; successor in interest by merger with NationsBanc Mortgage Corporation as successor in interest by merger with NationsBanc Mortgage Corporation, of New York f/k/a Keycorp Mortgage Inc. f/k/a/ Goldome Realty Credit Corp., ("Lender") current holder of the Note and Security Instrument hereinafte: described, amends and supplements (1) the Note dated June 2, 1986, made in the amount of \$49,250.00, and (2) the Security Instrument dated June 2, 1986, and recorded June 4, 1986, in Doc. # 3519998, in the official records of Cook County which covers the real property described in said Security Instrument, located at: 9334 South Racine, Chicago, IL 60620 ("Property"), and more particularly described as:

LOT 6 IN KEEN'S SUBDIVISION OF BLOCK 26 (EXCEPT THE NORTH 200 FEET THEREOF) IN THE ISAAC CROSBY AND CTHER'S SUBDIVISION OF THE SOUTH 1/2 LYING WEST OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS. Tax ID Number 25-05-323-031

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows, notwithstanding anything to the contrary contained in the Note of Security Instrument.

- 1. As of March 11, 2000, the amount payable under the Note and the Security Instrument is \$51,943.31 ("Unpaid Principal Balance"), consisting of amounts loaned to Borrower(s) I lus any amounts capitalized to date.
- 2. The Borrower(s) promise to pay the Unpaid Principal Balance, plus the interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual rate of 9.000% from May 1, 2000, and Borrower(s) promise to pay monthly payments of principal and interest in the amount of \$430.82 beginning June 1, 2000, and on the same day of each month thereafter until the entire amount due and payable under the terms of the Note, Security Instrument and this Agreement are paid in full. If on July 1, 2026, ("Maturity Date"), Borrower(s) still owe amounts under the Note, Security Instrument or this Agreement, the Borrower(s) shall pay these amounts in full on the Maturity Date.

Borrower(s) shall make the monthly payments described herein at Bank of America Mortgage, 475 CrossPoint Pkwy., P.O. Box 9000, Getzville, NY 14068-9000, or at such other place that Lender may designate.

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3. If all or any part of the Property or any interest therein is sold or transferred without Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums due under the Note, Security Instrument and this Agreement.

If Lender exercises this option, the Lender shall give the Borrower(s) notice of acceleration. The notice shall provide a period of not less than thirty days from the date the notice is delivered or nailed within which the Borrower(s) must pay all sums due under the Note, Security Instrument and his Agreement. If Borrower(s) fail to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Note, Security Instrument and for this Agreement without further notice or demand on the Borrower(s).

- 4. Borrower(s) will also comply with all other covenants, agreements, terms, conditions, and requirements of the Note and Security Instrument, including, without limitation, the Borrower's agreement to make all payments of 'axet, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower's) are obligated to pay under the terms of the Note and Security Instrument, however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph one above.
 - (a) all terms and provisions of the No e and Security Instrument (if any) providing for 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 affixed to or wholly or partially incorporated into, or is a part of, the Note or Security Instrument and that contains ary such terms or provision as those referred to in (a) above.
- 5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and/or Security Instrument. Except as expressly provided in this Agreement, the Note and Security Instrument will remain unchanged and the Borrower and I ender will be bound by, and comply with, all of the terms and provisions of the instruments, as amended by this Agreement.

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| BORROWER(S): |
|--|
| Date: 5/30/00 |
| Doling Marie Debria Harris |
| Witness Signature Witness Signature Print Name Witness Signature Print Name |
| STATE OF Illinois COUNTY OF COUNTY OF |
| On Debeig Harris, [] 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 signature(s) 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. WITNESS my hand and official seal. GLORIA DANIELS Notary Public, State of Illinois My Commission Expires July 14, 2003 Signature of Notary |

Loan No. 1033549898

My commission expires: 07-14-2003

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LENDER:

Date: 6-7-00

BA Mortgage, LLC (a wholly owned subsidiary of Bank of America, N.A.) successor in interest by merger with NationsBanc Mortgage Corporation as successor in interest by merger with NationsBanc Mortgage Corporation, of New York f/k/a Keycorp Mortgage Inc. f/k/a/ Goldome Realty Credit Corp.

(Print Name and Title) ARTHUR A. MARCZYNSKI **OFFICER**

STATE OF COUNTY OF _

On before me, the undersigned, a Notary Public ir, and for said State, personally appeared [/ 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 signature(s) 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.

MORTGAGE MODIFIC REF# 20042364

US Recordings

DIANE M. KOLIFINSKI lotary Public, State of New York #01K04961563

Qualified in Erie County Commission Expires