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Cook County Recorder 43.00



Return Recorded Document To:
HomeSide Lending, Inc.
7301 Baymeadows Way
Jacksonville, FL 32256
Loan # 9261719-9/ORTIZ

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LOAN MODIFICATION AGREEMENT PROVIDING FOR FIXED INTEREST RATE

This Loan Modification Agreement ("Agreement"), made this 18th day of October, 2000 between GABRIEL J. ORTIZ AND JUANA ORTIZ HUSBAND AND WIFE ("Borrower") and Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for HomeSide Lending, Inc., and amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated November 26, 1997, recorded December 4, 1997, as Document Number 97911858, in the original principal sum of \$78,200 and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real personal property described in the Security Instrument and defined therein as the "Property", located at 3600 W. 63rd Street, Chicago, IL 60629 the real property described being set forth as follows:

(LOT 43 (EXCEPT THE WEST 22.37 FEET THEREOF) AND ALL OF LOT 44 IN BLOCK 2 IN EBERHART AND CHASE'S SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ LYING WEST OF THE EAST 50 FEET IN SECTION 14, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 19-14-331-0380000.

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

1. As of September 1, 2000, the amount payable under the Note and the Security Instrument the ("Unpaid Principal Balance") is U.S. \$84,982.15, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender or as Lender directs. Interest will be charged on the unpaid balance at the rate of 7.90%, as defined in the Note, commencing September 1, 2000 through November 1, 2028, and Borrower agrees to make monthly payments of principal and interest in the amount of \$627.80 commencing on October 1, 2000 and each and every month thereafter on the same day of each succeeding month until the principal and interest are fully paid. If on November 1, 2028 (the "Maturity Date"), the borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity date.

The Borrower will make such payments at P.O. Box 47524, San Antonio, TX. 78265 or at such other place as the Lender may require.

3. 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 this Security Instrument.

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 this Security Instrument. -If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of 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.

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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 Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument 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.

By: [Signature]
GABRIEL J. ORTIZ Borrower

By: [Signature]
JUANA ORTIZ-Borrower

By: [Signature]
WENDY KNAFELC
Vice President of "MERS"

(Space Below This Line for Acknowledgments)

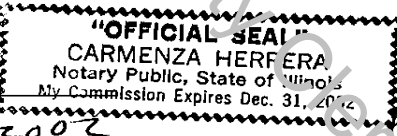
**** NOTARY FOR BORROWER**

STATE OF ILLINOIS

COUNTY OF COOK

On OCT 21ST, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Gabriel J. Ortiz and Juana Ortiz personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to be 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
[Signature]



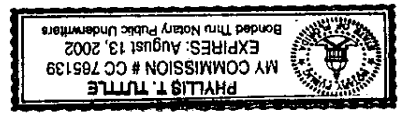
My Commission Expires: 12-31-2002

****NOTARY FOR LENDER**

STATE OF FLORIDA
COUNTY OF DUVAL

On November 2, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared WENDY KNAFELC, Vice President, of Mortgage Electronic Registration Systems, Inc ("MERS"), personally known to me (or proved to me on the basis of satisfactory evidence), whose name is subscribed to be within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.
[Signature]



My Commission Expires: _____

This instrument was prepared by: HomeSide Lending, Inc.
Faith Hux
7301 Baymeadows Way
Jacksonville, FL 32256

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