UNOFFICIAL CO26/006 14 001 Page 1 of

2000-02-08 11:46:02

Cook County Recorder

27.50



FATCO# 155813
FLEET LOAN # 7720686
FHA CASE #: 131-6678489-703
After Recording Return To: First American Title
3 First American Way
Santa Ana, California 92707



LOAN MODIFICATION AGREEMENT

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS:
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE FECORDED IN THE LAND RECORDS WHERE
THE SECURITY IN STRUMENT IS RECORDED

This Loan Modification Agreement ("Modification."), made December 13, 1999, effective the 1st day of February 2000, between Willie Phillips, married to Fedricia Phillips ("Borrower") and Fleet Mortgage Corp. ("Lender"), amends and supplements [1] the Note (the "Note") made by the Borrowers, dated May 22, 1992, in the original principal sum of U.S. \$85,100.00, and [2] the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated May 22, 1992 and recorded June 2, 1992 as Instrument Number 92-384883 and with the Public Records of Cook County, Illinois and as last transferred to Fleet Mortgage Corp. by Assignment December 1, 1993 and recorded April 20, 1994 as Instrument Number 94-354660, aforesaid records. The Security Instrument, which as 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 15043 Beachview, Dolton, Illinois 60419, the real property being described as follows:

See Exhibit "A" attached hereto and made a part hereof.

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument, and the Lender has agreed pursuant to the terms and conditions herein. In consideration of the agreements 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 is the occupant of the Property.
- 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 \$32,085.73 have been added to the indebtedness under the terms of the Note and Security Instrument, and that as of 1st day of February 2000, the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$114,035.85.

5-4 1-4 N-4 Ylk

UNOFFICIAL COPY

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 8.25%, beginning February 1, 2000. The Borrower promises to make monthly payments of principal and interest of U.S. \$856.71, beginning on the 1st day of March, 2000, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on February 1, 2030 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments to Fleet Mortgage Corp., at 2210 Enterprise Drive, Florence, South Carolina 29501 or at such other place as the Lender may require.

- 4. 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.
- 5. 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 effect, and the Borrower and lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

[To be signed by all borrowers, endorsers, grarantors, sureties, and other parties signing the Note or Security Instrument]

Phillips

(Seal)

FLEET MORTGAGE CORP

Title: Margaret M. Slattery, Vice President

(CORPORATE SEAL)

[Acknowledgments on Next Page]

UNOFFICIAL COPY

COUNTY OF COOK	
lan m a	
hereby certify that Willie Phillips, personally known to me to be the same person(s) whose nar signed and delivered the said instrument as his\her\their free and voluntary act, for the uses purposes therein set forth. Given under my hand and official seal, this the day of the uses purpose.	ate do me(s) s and
Alten Snell	
Notary Public	
"FriCIAL SEAL" \$ My Commission Expires: 1340/	
RITA M. SMITH Notary Fublic, State of Illinois (NOTARY STAMP/SEAL) My Commission Factors Jan. 24, 2001	

STATE OF SOUTH CAROLINA COUNTY OF FLORENCE

On <u>December</u>, 1939, before me, the undersigned, a Notary Public in and for said State, personally appeared Margaret in Slattery, Vice President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/s acecuted the same in his/her authorized capacity and by his/her signature on the instrument the persons or entity upon behalf of which this person acted, executed the instrument.

Witness my hand and official seal,

Notary Public CINITIA H. WEAVER

My Commission Expires: My Commission Expires November 18, 2003

SOM CO

(NOTARY STAMP/SEAL)



UNOFFICIAL COPY

EXHIBIT "A"

The South 4 feet of Lot 38, all of Lot 39 and Lot 40 (Except the South 40 feet thereof), in Block 1 in Calumet Business Center First Addition, being a subdivision of the east 523 feet to the northeast 1/4 of the southwest 1/4 of Section 10, Township 36 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois. PIN# 29-10-307-058.

Property of Cook County Clerk's Office