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2925 Country Drive Ste 201  
St. Paul, MN 55117



Investor Number: 1121771748  
Loan Number: 17509142  
MIN:

6745332

(Space Above This Line For Recording Data)

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

This Loan Modification Agreement ("Agreement") made this October 25, 2000, between JANIS L STRADLEY ("Borrower") SINGLE PERSON NEVER MARRIED and HomeSide Lending, Inc. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated NOVEMBER 23, 1993 and recorded on DECEMBER 16, 1993 as 03038426 among the Official Records of COOK COUNTY and (2) the Note bearing the same date as, and secured by the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 4200 MARINE DR N UNIT 404, CHICAGO, IL 60613 the real property described being set forth as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

TAX ID # 14-16-302-030-1020

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 DECEMBER 01, 2000, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$60,406.81, consisting of the amount 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. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 8.50% from DECEMBER 01, 2000. The Borrower promises to make monthly payments of principal and interest of U.S. \$499.01 and beginning on the 1st day of JANUARY, 2001 continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on DECEMBER 01, 2023 (the "Maturity Date"), the Borrower still owes amounts under the Note and the 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 HomeSide Lending, Inc., 7255 Baymeadows Way, Jacksonville, FL 32256 or such other place as the Lender may require.

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M-Y  
DP



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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 to 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; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in paragraph No. 1 above:
- (a) all terms and provisions of the Note and Security Instrument (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 affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions 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 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.

 (Seal)  
 JANIS L STRADLEY Borrower  
 SS#: 333-58-4213

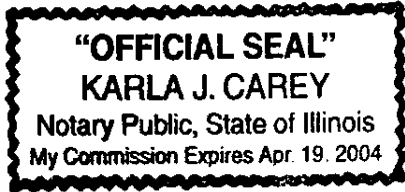
(Space Below This Line For Acknowledgments)

STATE OF ILLINOIS }
COUNTY OF COOK }

On November 3, 2000 before me a Notary Public in and for said State, the undersigned personally appeared Janis L. Stradley or personally known to me (or provided 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

Signature Karla J. Carey
Name Karla J. Carey
(Type or Print)



HomeSide Lending, Inc. (Formerly Known As BancBoston Mortgage Corporation)
7255 Baymeadows Way, Jacksonville, FL 32256

Cynthia Jones
Witness CYNTHIA JONES
TALANDA KELLY
STATE OF FLORIDA
COUNTY OF DUVAL

Debra Keene
Debra Keene (Assistant Vice President)
Robyn Watson
Robyn Watson (Assistant Secretary)

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Debra Keene and Robyn Watson to me known as Assistant Vice President and Assistant Secretary, respectively of HomeSide Lending, Inc., and severally acknowledged before me that they executed the same as such officers in the same and on behalf of said corporation.

Witness my hand and official seal in the County and State last aforesaid the 30th day of

Nov. 3, 2000
Jo A. Shrewberry
Notary Public

NOTARY PUBLIC - STATE OF FLORIDA
JO A. SHREWBERRY
COMMISSION # CC076013
EXPIRES 10/18/2007
BONDED THRU ASA 1-888-NOTARY1

Commission expires

Prepared by: C EPPS, HomeSide Lending, Inc.
7255 Baymeadows Way, Jacksonville, FL 32256

REPUBLIC TITLE COMPANY, INC.  
1500 W. SHURE DRIVE, SUITE 120, ARLINGTON HEIGHTS, IL 60004

ALTA Commitment  
Schedule A1

File No.: R37734

LEGAL DESCRIPTION:

UNIT NO. 404 IN MARINE DRIVE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY, (HEREINAFTER REFERRED TO AS "PARCEL"):

LOT 13 IN WALLER'S SUBDIVISION OF LOT 7 IN BLOCK 3 AND LOT 7 IN BLOCK 4 OF WALLER'S ADDITION TO BUENA PARK IN FRACTIONAL SECTION 16, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH AS MUCH OF THE LAND EAST AND ADJOINING SAID LOT 13 AS IS BOUNDED ON THE NORTH BY THE NORTH LINE OF LOT 13 EXTENDED EAST AND ON THE SOUTH BY THE SOUTH LINE OF SAID LOT 13 EXTENDED EAST AND ON THE EAST BY THE WEST LINE OF LINCOLN PARK AS SHOWN ON THE THE PLAT BY COMMISSIONERS OF LINCOLN PARK RECORDED OCTOBER 11, 1906 AS DOCUMENT 3937332, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY ILLINOIS AS DOCUMENT NO. 24969197, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PERMANENT INDEX NO.: 14-16-302-030-1020



U06745332-01

MORTGAGE MODIFIC

REF# 20040062

US Recordings