

This document prepared by:
After Recording Return to:
Cheryl Zahn
The Law Offices of David J. Stern
801 S. University Drive, #500
Plantation, FL 33324
Loan #0020770806
DJS #01-66007
FHA Case #131-855-1363-703



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LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rates)

This Loan Modification Agreement ("Agreement"), made this 26TH day of JANUARY 2001, between MARY BECK, ALGON BECK, HER HUSBAND AND EDWARD SMITH, A BACHELOR ("Borrowers") and BA MORTGAGE, LLC (A WHOLLY OWNED SUBSIDIARY OF BANK OF AMERICA, N.A.) SUCCESSOR IN INTEREST BY MERGER OF NATIONSBANC MORTGAGE CORPORATION ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated JANUARY 7, 1997, filed JANUARY 10, 1997, in the Official Records Book as Document Number 97023929 of the Public Records of Cook County, Illinois.

[Name of Records]

[County and State, or other Jurisdiction]

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 5816 SOUTH MICHIGAN AVENUE, CHICAGO, IL 60637

[Property Address]

the real property described being set forth as follows:

SEE ATTACHED EXHIBIT "A"

TAX I.D. #20-15-120-027

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 JANUARY 1, 2001, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$82,282.31 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. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 8.000%, from JANUARY 1, 2001. The Borrower promises to make monthly payments of principal and interest of U.S. \$934.88, beginning on the 1ST day of FEBRUARY 2001, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on FEBRUARY 1, 2012 (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 101 E. Main Street, Suite 400, Louisville, KY 40232-5140 or at such other place as the Lender may require.

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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; 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 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 partly 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.

Witness by:

LINDA CLARK (Seal)
Printed name:

JANE PARKER (Seal)
Printed name:

MARY BECK (Seal)
MARY BECK - Borrower

ALGON BECK (Seal)
ALGON BECK - Borrower

E. EDWARDS SMITH (Seal)
EDWARD SMITH - Borrower

BA MORTGAGE, LLC (Corporate Seal)

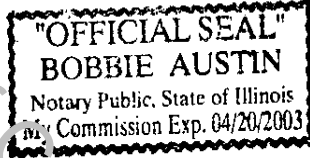
By: [Signature]
Printed name: Scott Manning - Vice President

[Space Below This Line For Acknowledgment]

Borrower's Acknowledgment

STATE OF ILLINOIS
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 17 day of February, 2001
by Mary Beck, Algon Beck, her husband and Edward Smith, a bachelor, who produced State ID's
ID's as identification or who is (are) personally known to me.

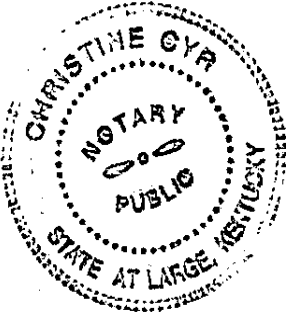


Bobbie Austin
Notary Public
Print Name: Bobbie Austin
My Commission Expires: 4-20-2003

Lender's Acknowledgment

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 19 day of March, 2001
by Scott Manning, as a Vice President of BA Mortgage, LLC who produced _____ as
identification or who is personally known to me.



[Signature]
Notary Public
Print Name:
Commission Expires:
Notary Public, State at Large, Kentucky
My Commission Expires 03-18-2003

EXHIBIT "A"

SITUATED IN THE COUNTY OF COOK IN THE STATE OF ILLINOIS, TO WIT:

THE SOUTH 35 FEET OF THE NORTH 42 FEET OF LOT 1 IN THE SUBDIVISION OF THE WEST THIRD OF THE SOUTH HALF OF LOT 19 AND THE WEST THIRD OF LOT 20 (EXCEPT PART TAKEN FOR STREET) OF NEWHALL, LARNED AND WOODBRIDGE'S SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office