



After Recording Return To:
First American Loss Mitigation Services, Inc.
[Company Name]

Prepared By:
RUTH RUHL, P.C.
2305 Ridge Road, Suite 106
Rockwall, TX 75087

When Recorded Return To: 673627
First American Title Insurance Co.
3 First American Way
Santa Ana, CA 92707
Attn: Loan Modification Dept.

Freddie Mac Loan No.: 875454348
Loan No.: 2001678248

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 RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED.

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective September 1st, 2001, between Alden M. Burnett aka Alden M. Burnett, III and Susan D. Burnett ("Borrower") and BA Mortgage, LLC (a wholly owned subsidiary of Bank of America, N. A.) successor in interest by merger with NationsBanc Mortgage Corporation ("Lender"), and amends and supplements (1) the Note (the "Note") made by the Borrower, dated September 25, 1997, in the original principal sum of U.S.\$ 153,600.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on September 30, 1997, in Book/Liber N/A, Page N/A, Instrument No. 97726090, Official Records of Cook County, Illinois. The Security Instrument, which was 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"), which is located at 14031 South Charleston, Orland Park, Illinois 60462

Initials AB Initials SD Initials _____ Initials _____

SVES
Pig
SVP
MVE
OK M E

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That real property is described as follows:

LOT 60 IN THE FIRST ADDITION TO HERITAGE 3, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE 3RD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

PERMANENT PARCEL NUMBER: 27-03-310-020

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower is, is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but has not been paid and 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 interest, costs and expenses, in the total amount of \$ 10,368.16 , have been added to the indebtedness under the terms of the Note and Security Instrument. As of September 1st, 2001 , 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. \$ 157,771.70
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.125 % , beginning September 1st, 2001 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,062.94 , beginning on the 1st day of October, 2001 and continuing thereafter on the same day of each succeeding month. If on September 1, 2031 , (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 at Bank of America, N.A., 475 Crosspoint Parkway, Getzville, New York 14068 or at such place as the Lender may require.

Initials B Initials LB Initials _____ Initials _____

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4. If at any time the Borrower is in default, the Lender may, by providing a written notice to the Borrower, notify the Borrower that the Borrower is in default and that the interest which will be charged on the Unpaid Principal Balance may be increased to a yearly rate of 8.000 % beginning on an effective date stated in the notice. That date will be at least 30 days after the date on which the notice is delivered or mailed to the Borrower. If the Borrower defaults, the Lender may, at its election, require the Borrower to pay immediately the Unpaid Principal Balance that remains unpaid at that time, all interest that has accrued but not been paid, and any other sums that are evidenced and secured by the Note and Security Instrument. If the Lender does not require that such payment be made immediately, the Borrower shall pay an increased monthly payment that will be based upon the interest rate stated in this Paragraph 4 instead of the interest rate stated in Paragraph 3. The Borrower acknowledges that the increased rate of interest will only be charged if the Borrower does not meet its obligations under the Note and Security Instrument, as modified by this Modification.

5. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and 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.

6. 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.

7. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification. [Check applicable box(es)]

- 1-4 Family Rider - Assignment of Rents
- Modification Due on Transfer Rider

County Clerk's Office

Initials B Initials SB Initials _____ Initials _____

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Loan No.: 2001678248

[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

8-28-01
Date _____

Alden M. Burnett (Seal)
Alden M. Burnett aka Alden M. Burnett, III -Borrower

8-28-01
Date _____

Susan D. Burnett (Seal)
Susan D. Burnett -Borrower

Date _____

(Seal)
-Borrower

Date _____

(Seal)
-Borrower

9/2/01
Date _____

BA Mortgage, LLC (a wholly owned subsidiary
of Bank of America, N. A.) successor in interest -Lender
by merger with NationsBanc Mortgage
Corporation

By: GARY J. RACZ

MANAGER

Its: _____

(Corporate Seal)



[See Attached Acknowledgment(s)]

BORROWER ACKNOWLEDGMENT

State of Illinois §
County of Cook §

The foregoing instrument was acknowledged before me by Alden M. Burnett aka Alden M. Burnett, III and Susan D. Burnett 8-28-01 [date], [name of person acknowledged].

(Seal)



Jennifer C. Kasheimer
Notary Public, State of Illinois
My Commission Expires: 3/26/05

LENDER ACKNOWLEDGMENT

State of New York §
County of McHenry Erie §

The foregoing instrument was acknowledged before me this September 7, 2001 [date], by Cary J. Racz, MANAGER [name of officer or agent], title of officer or agent of BA Mortgage, LLC (a wholly owned subsidiary of Bank of America, N. A.) successor in interest by merger with NationsBanc Mortgage Corporation

, on behalf of said entity.

(Seal)

Shelley A. Andrees
Notary Public, State of New York
My Commission Expires: 3/22/03

Loan No.: 2001678248

MODIFICATION DUE ON TRANSFER RIDER

THIS MODIFICATION DUE ON TRANSFER RIDER, effective the 1st day of September, 2001 is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Alden M. Burnett aka Alden M. Burnett, III and Susan D. Burnett

(the "Borrower")

and BA Mortgage, LLC (a wholly owned subsidiary of Bank of America, N. A.) successor in interest by merger with NationsBanc Mortgage Corporation

(the "Lender")

covering the Property described in the Loan Modification Agreement located at: 14031 South Charleston, Orland Park, Illinois 60462

[Property Address]

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, as its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

Initials AB Initials SB Initials _____ Initials _____

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B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

8-28-01
Date

Alden M. Burnett (Seal)
Alden M. Burnett aka Alden M. Burnett, -Borrower
III

8-28-01
Date

Susan D. Burnett (Seal)
Susan D. Burnett -Borrower

Date

_____(Seal)
-Borrower

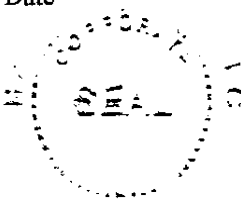
Date

_____(Seal)
-Borrower

BA Mortgage, LLC (Seal)
subsidiary of Bank of America, N. A.) -Lender
successor in interest by merger with
NationsBanc Mortgage Corporation

9/7/01
Date

By: Cary J. Racz
CARY J. RACZ
MANAGER
Its: _____



Loan No.: 2001678248

ERROR AND OMISSIONS / COMPLIANCE AGREEMENT

The undersigned Borrower(s) for and in consideration of the Lender this date funding the closing or modifying this loan, agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan documentation, if deemed necessary or desirable in the reasonable discretion of Lender, to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including, but not limited to, an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs.

The undersigned Borrower(s) do hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

Dated effective this 28th day of 2001

Alden M. Burnett III (Seal)
Alden M. Burnett aka Alden M. Burnett, -Borrower
III

Susan D. Burnett (Seal)
Susan D. Burnett -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

State of Illinois §
County of McHenry §

The foregoing instrument was acknowledged before me on
by Alden M. Burnett aka Alden M. Burnett, III and Susan D. Burnett

8-28-01 [date],

[name of person acknowledged].

(Seal)



Jennifer C Kasheimer

Notary Public, State of Illinois

My Commission Expires: 3/26/05

Loan No.: 2001678248

NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice: The undersigned hereby represents and warrants that I/we have each received and read a copy of this Notice on or before the execution of the "Loan Agreement." "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of these actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods, or any other thing of value or to otherwise extend credit or make a financial accommodation.

Alden M. Burnett III

Alden M. Burnett aka Alden M. Burnett, -Borrower
III

Susan D. Burnett

Susan D. Burnett -Borrower

-Borrower

-Borrower