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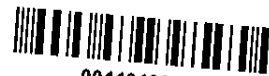
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8838/0010 88 001 Page 1 of 9

2001-10-30 08:41:56

Cook County Recorder

37.50



0011012053

After Recording Return To:
First American Loss Mitigation Services, Inc.

When Recorded Return To: 618831
First American Title Insurance Co.

3 First American Way
Santa Ana, CA 92707

Attn: Loan Modification Dept.

[City, State, Zip]

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

Freddie Mac Loan No.: 582645158
Loan No.: 2000687851

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 August 1st, 2001, between Jan Grazyński and Wojciech W. Drag and Beata M. Drag ("Borrower") and BA Mortgage, LLC (a wholly owned subsidiary of Bank of America, N. A.) as successor in interest by merger with NationsBanc Mortgage Corporation ("Lender"), and amends and supplements (1) the Note (the "Note") made by the Borrower, dated November 28, 1994, in the original principal sum of U.S.\$ 55,000.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on December 1, 1994, in Book/Liber N/A, Page N/A, Instrument No. 04010357, 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 9649 Harlem Avenue, Unit# 3B, Chicago Ridge, Illinois 60415

Initials BD Initials HD Initials JG Initials _____

5-4
P9
5-
M-7
8/1/01

Freddie Mac Loan No.: 582645158

Loan No.: 2000687851

That real property is described as follows:

UNIT 3B IN STONY EDGE ESTATE I CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 1 IN RIDGE OAKS SUBDIVISION, A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE 3RD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25715606 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS; COUNTY OF COOK, ILLINOIS.

PERMANENT PARCEL NUMBER: 24-07-104-020-1018

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 \$ 7,703.03 , have been added to the indebtedness under the terms of the Note and Security Instrument. As of August 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. \$ 59,638.61
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 8.875 %, beginning August 1st, 2001 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 454.30 , beginning on the 1st day of September, 2001 and continuing thereafter on the same day of each succeeding month. If on August 1, 2041 , (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 BA Mortgage, LLC, 475 Crosspoint Parkway Getzville, New York 14068-9000 or at such place as the Lender may require.

Initials B.D Initials H.D Initials J.G Initials

Freddie Mac Loan No.: 582645158
Loan No.: 2000687851

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 8.875 % 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

Initials BY Initials JG Initials HD Initials _____

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Freddie Mac Loan No.: 582645158
Loan No.: 2000687851

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

07-31-07
Date

Jan Sanyalski (Seal)
Jan Sanyalski -Borrower

07-31-07
Date

Wojciech W. Drag (Seal)
Wojciech W. Drag -Borrower

07-31-01
Date

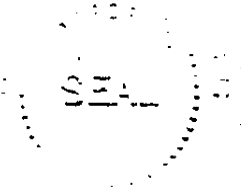
Beata M. Drag (Seal)
Beata M. Drag -Borrower

Date

Beata Mag (Seal)
-Borrower

8/22/01
Date

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



By: _____

Its: _____

CARY J. RACZ
MANAGER

(Corporate Seal)

[See Attached Acknowledgment(s)]

BORROWER ACKNOWLEDGMENT

State of Illinois §

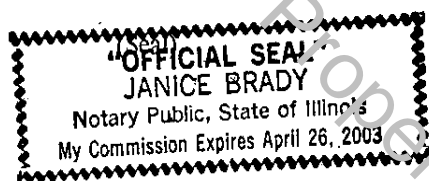
County of Cook §

§
§
§Beata Drag
Wojciech Drag
Jan Grazynski

The foregoing instrument was acknowledged before me
by Jan Grazynski and Wojciech W. Drag and Beata M. Drag

July 31, 2001 [date]

[name of person acknowledged].



Janice Brady

Notary Public, State of IL

My Commission Expires: 4/26/03

LENDER ACKNOWLEDGMENT

State of

New York §

County of

Erie §

§
§
§

The foregoing instrument was acknowledged before me this

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.) as successor
in interest by merger with NationsBanc Mortgage Corporation

August 27, 2001

July 31, 2001 [date], by

[name of officer or agent]

, on behalf of said entity.

(Seal)

Shelley A. Andrews

Notary Public, State of

NEW YORK

My Commission Expires:

Notary Public, State of New York
No. 630896
Qualified in Erie County
My Commission Expires 3/22/03

Loan No.: 2000687851

MODIFICATION DUE ON TRANSFER RIDER

THIS MODIFICATION DUE ON TRANSFER RIDER, effective the 1st day of August, 2001 is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Jan Grazynski and Wojciech W. Drag and Beata M. Drag

(the "Borrower")

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

(the "Lender")

covering the Property described in the Loan Modification Agreement located at: 9649 Harlem Avenue, Unit# 3B, Chicago Ridge, Illinois 60415

[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 BD Initials JG Initials HD

Loan No.: 2000687851

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.

07-31-01
Date

Jan Grazyński (Seal)
Jan Grazyński -Borrower

07-31-01
Date

Wojciech W. Drag (Seal)
Wojciech W. Drag -Borrower

07-31-01
Date

Beata M. Drag (Seal)
Beata M. Drag -Borrower

07-31-01
Date

Beata M. Drag (Seal)
Beata M. Drag -Borrower

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

07-31-01
Date

By: Cary J. Racz

Its: CARY J. RACZ
MANAGER

Loan No.: 2000687851

Exhibit**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 those 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.

Jan Grazynski
Jan Grazynski -Borrower

Wojciech W. Drag
Wojciech W. Drag -Borrower

Beata M. Drag
Beata M. Drag -Borrower

-Borrower

Loan No.: 2000687851

Exhibit**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 _____ day of _____

Jan Grazynski (Seal)
Jan Grazynski -Borrower

Wojciech W. Drag (Seal)
Wojciech W. Drag -Borrower

Beata M. Drag (Seal)
Beata M. Drag -Borrower

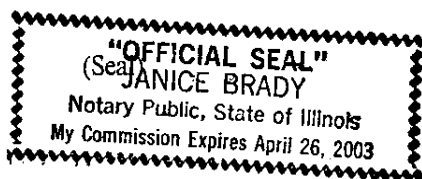
(Seal)
-Borrower

State of _____ §

County of _____ §

The foregoing instrument was acknowledged before me on
by Jan Grazynski and Wojciech W. Drag and Beata M. Drag

July 31, 2001 [date],
[name of person acknowledged].



Janice Brady
Notary Public, State of IL
My Commission Expires: 4/26/03