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This Document Prepared By:
After Recording Return To:
David Obata
c/o The Law Offices of David J. Stern
801 S. University Dr, Suite 500
Plantation, FL 33324
Loan #0022964712
DJS #01-78304
FHA Case No.131-9810526-703

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LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rates)

This Loan Modification Agreement ("Agreement"), made this 20TH day of NOVEMBER 2001, between OLGA ESCOBEDO, A SINGLE PERSON ("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 APRIL 27, 1999, filed MAY 6, 1999, in the Official Records Book as Document No. 99438179, in 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 1264 MEMORIAL DRIVE, CALUMET CITY, ILLINOIS 60409

[Property Address]

the real property described being set forth as follows:

LOT 3 (EXCEPT THE WEST 15 FEET THEREOF) AND ALL OF LOT 4 AND THE WEST 5 FEET LOT 5 IN BLOCK 7 IN FORD CALUMET CENTER A SUBDIVISION OF THE WEST 1376.16 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 7 TOWNSHIP 36 NORTH RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.
PIN #30-07-310-034.

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 SEPTEMBER 1, 2001, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$83,692.80 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 7.750%, from SEPTEMBER 1, 2001. The Borrower promises to make monthly payments of principal and interest of U.S. \$612.81, beginning on the 1ST day of OCTOBER 2001, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on MAY 1, 2029 (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.

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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.

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 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:

Jeanette Mackie
JEANNETTE F. MACKIE (Seal)

Printed name:

Shirley A. McKissick
Shirley A. McKissick (Seal)

Printed name:

Olga Escobedo
OLGA ESCOBEDO (Seal)
- Borrower

BA Mortgage, LLC (Corporate Seal)

By: [Signature]
Printed name: Scott Manning - Senior 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 29th day of November, 2001 by Olga Escobedo, a single person, who produced [Signature] as identification or who is (are) personally known to me.

OFFICIAL SEAL
ELIZABETH N MARTINEZ

NOTARY PUBLIC, STATE OF ILLINOIS
Notary Public COMMISSION EXPIRES: 11/17/03
Print Name: ELIZABETH MARTINEZ
My Commission Expires: 11-17-03

Lender's Acknowledgment

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 21st day of December, 2001 by Scott Manning, as a Senior Vice President of BA Mortgage, LLC, who produced _____ as identification or who is personally known to me.

[Signature]
Notary Public
Print Name: Rhonda Fancera
Commission Expires: 7/1/02

