

UNOFFICIAL COPY

0020179013

12/08/09 53 001 Page 1 of 2  
2002-02-13 15:37:08  
Cook County Recorder 43.00

Return Recorded Document To:  
HomeSide Lending, Inc.  
7301 Baymeadows Way  
Jacksonville, FL 32256  
Loan # 4072444/MYTNIK  
Investor Loan #1676266276



0020179013

(Space Above This Line for Recording Data)

### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 7TH day of DECEMBER, 2001 between MICHAEL S. MYTNIK AND THERESA B. MYTNIK, HUSBAND AND WIFE, ("Borrower") and HOMESIDE LENDING, INC., amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated FEBRUARY 16, 2001, recorded FEBRUARY 26, 2001, as DOCUMENT NO. 0010149844, Records of the Clerk or Recorder of COOK County, State of ILLINOIS, in the original principal sum of \$215,000.00 and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real personal property described in the Security Instrument and defined therein as the 'Property', located at 1711 WILKE ROAD, ARLINGTON HEIGHTS, ILLINOIS, 60004 the real property described being set forth as follows:

THE WEST 1/2 OF LOT 13 IN SMITH AND DAWSON'S ARLINGTON PARK ACRES, BEING A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN # 03-19-102-036

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. The unpaid principal balance of this Mortgage prior to the execution of the Loan Modification Agreement was \$214,862.91. As of DECEMBER 1, 2001, the amount payable under the Note and the Security Instrument the ("Unpaid Principal Balance") is U.S. \$230,237.02, 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 or as Lender directs. Interest will be charged on the unpaid principal balance for the first year at the yearly rate of 7.250% from DECEMBER 1, 2001, and the Borrower promises to pay in monthly payments of principal and interest, the amount of \$1,582.00, beginning on the 1<sup>st</sup> day of JANUARY, 2002. During the second year the borrower promises to make monthly payments of principal and interest of \$1,736.82 beginning on the 1<sup>st</sup> day of JANUARY 2003, and shall continue thereafter on the same day of each succeeding month until principal and interest are paid in full. Interest will be charged at a rate of 8.250% from DECEMBER 1, 2002 until maturity. If on MARCH 1, 2031 ("Maturity Date"), the borrower still owes amounts under the Note and Security Instrument, the borrower shall pay these amounts in full on the Maturity Date.

The Borrower will make such payments at P.O. Box 47524, San Antonio, TX. 78265 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.

Box 254

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY 20179013

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.

By: [Signature]  
MICHAEL S. MYTNIK - Borrower

By: [Signature]  
THERESA B. MYTNIK - Borrower

By: [Signature]  
WENDY KNAFELC, VICE PRESIDENT  
HOMESIDE LENDING, INC.

(Space Below This Line for Acknowledgments)

**\*\* NOTARY FOR BORROWER**

STATE OF ILLINOIS  
COUNTY OF COOK

On January 21, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared **MICHAEL S. MYTNIK** and **THERESA B. MYTNIK** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to be 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]

My Commission Expires: 4-19-03



**\*\*NOTARY FOR LENDER**

STATE OF FLORIDA  
COUNTY OF DUVAL

On January 22, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared **WENDY KNAFELC**, Vice President, respectively, of HomeSide Lending, Inc., personally known to me (or proved to me on the basis of satisfactory evidence), whose name is subscribed to be within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.  
[Signature]

My Commission Expires: November 5, 2005



This instrument was prepared by: HomeSide Lending, Inc.  
Melissa A. Simpson  
7301 Baymeadows Way  
Jacksonville, FL 32256

UNOFFICIAL COPY

Property of Cook County Clerk's Office