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Cook County Recorder 43.00



Return Recorded Document To:

HomeSide Lending, Inc.
7301 Baymeadows Way
Jacksonville, FL 32256
Loan #15853666-4
FHA#131-8849254-731

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LOAN MODIFICATION AGREEMENT

For Fixed Rate Note

This Loan Modification Agreement ("Modification"), made this 31ST day of JANUARY, 2002 BETWEEN MARCCO D. HILL AND BETTY J. HILL ("Borrower") and HomeSide Lending, Inc. ("LENDER"), amends and supplements (1) the Note (the "Note") made by the Borrower, dated August 15, 1997, in the original principal sum of U.S. \$ 131, 300.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on August 18, 1997 as Document Number 97603489, Official Records of Cook County, Illinois which Security Instrument was assigned as follows:

Assignment of Mortgage recorded dated May 13, 1998 as Document Number 98394164 to HomeSide Lending, Inc.

'Property', located at 17420 Westminster Avenue, Country Club Hills, IL 60478 the real property described being set forth as follows:

SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

UNIT 17420 WESTMINSTER AVENUE IN CHELSEA PLACE NORTH OF COUNTRY CLUB HILLS CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: CERTAIN LOTS IN CHELSEA PLACE, A SUBDIVISION OF THE EAST 535.55 FEET OF THE WEST 1525.55 FEET OF THE SOUTH 1405 FEET OF THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART TAKEN FOR OR DEDICATED AS 175TH STREET), IN COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED 2/1/97 AS DOCUMENT #97097806 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PERMANENT INDEX NUMBER 28-26-307-098-1019

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 the mortgage prior to the execution of this Loan Modification Agreement was \$ 127,238.21. As of February 1, 2002, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$149, 524.72 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 9.000 % as defined in the Note, commencing February 1, 2002. Borrower promises to make monthly payments of principal and interest of U.S. \$1203.11 commencing on **March 1, 2002** and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on February 1, 2032 (the 'Maturity Date'), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.
The Borrower will make such payments at **7301 Baymeadows Way, Jacksonville, FL 32256 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

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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.
- 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 the Agreement.

By: Marcceo D. Hill
MARCCEO D. HILL - Borrower

Witness: Danielle Pulak

By: Betty J. Hill
BETTY J. HILL - Borrower

Witness: Sheela Nagar Campbell

By: Wendy Knafelc
WENDY KNAFELC Vice President-Lender

By: Victoria Grimm
VICTORIA GRIMM Assistant Secretary

Witness: Carolin Fabry

Witness: Lin H. C.

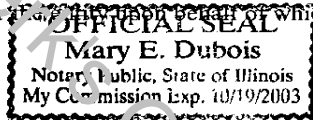
(Space Below This Line for Acknowledgments)

**** NOTARY FOR BORROWER****

STATE OF ILLINOIS COUNTY OF COOK

On FEBRUARY 28th, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared MARCCEO D. HILL AND BETTY J. HILL 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) on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



Mary E. DuBois My Commission Expires: 10-19-03

****NOTARY FOR LENDER**

STATE OF FLORIDA COUNTY OF DUVAL

On February 28th, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared WENDY KNAFELC AND VICTORIA GRIMM

To me known to be the persons described in and who executed the foregoing instrument as Vice President, and Assistant Vice President, respectively, of HOMESIDE LENDING, INC., and severally acknowledged to me that they executed the same as such officers in the name of and on behalf of said corporation.

WITNESS my hand and official seal.

Melissa A. Simpson My Commission Expires: November 5, 2005

This instrument was prepared by:
HomeSide Lending, Inc.
Carvill A. Dana
7301 Baymeadows Way
Jacksonville, Florida 32256



Melissa A. Simpson
Commission # DD 070184
Expires Nov. 5, 2005
Bonded Thru
Atlantic Bonding Co., Inc.