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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 #0023025182  
DJS #02-91131

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**LOAN MODIFICATION AGREEMENT  
(Providing for Fixed Interest Rates)**

This Loan Modification Agreement ("Agreement"), made this 10TH day of JUNE 2002, between EMERSON POPE, JR. AND LISA D. POPE, HUSBAND AND WIFE ("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 May 12, 1999, filed May 21, 1999, in the Official Records Book as Document Number 99493982, 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 8147 SOUTH SPAULDING AVENUE, CHICAGO, ILLINOIS 60652

[Property Address]

the real property described being set forth as follows:

REFER TO ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION OF PROPERTY.

P.I.N.: 19-35-219-014-0000.

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 JUNE 1, 2002, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$132,164.97 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 7.8760%, from JUNE 1, 2002. The Borrower promises to make monthly payments of principal and interest of U.S. \$958.38, beginning on the 1ST day of JULY 2002, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on JUNE 1, 2032 (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.

The Borrower will make such payments at 101 E. Main Street, Suite 400, Louisville, KY

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m-y

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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:

Patricia Terrance (Seal)

Printed name: PATRICIA TERRANCE

M. Colahan (Seal)

Printed name:

Emerson Pope, Jr. (Seal)  
EMERSON POPE, JR. - Borrower

Lisa D. Pope (Seal)  
LISA D. POPE - Borrower

Subscribed and sworn to before me

this 25 day of June 2002  
at Chicago, County of Cook, State of Illinois.

Notary Public Faviola Espitia



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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 25 day of June, 2002 by Emerson Pope, Jr. and Lisa D. Pope, husband and wife, who produced Drivers license as identification or who is (are) personally known to me.



[Signature]  
Notary Public  
Print Name: FAVIOLA ESPITIA  
My Commission Expires: 2/26/05

## Lender's Acknowledgment

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 1 day of July, 2002 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

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## EXHIBIT "A" - Legal Description

Legal description as follows:

LOT 379 IN SOUTH WEST HIGHLANDS AT 79TH AND KEDZIE UNIT NO. 2, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT STREETS AND ALLEYS AND RAILROAD RIGHT OF WAY AND EXCEPT A 34 FOOT STRIP SOUTHEASTELY AND ADJOINING THE WABASH RAILROAD RIGHT OF WAY THROUGH SAID NORTHEAST 1/4) CONVEYED BY LAWRENCE WILLIAMS, AS TRUSTEE AND OTHERS TO E.B. PRYOR BY DEED DATED NOVEMBER 18, 1905 AND RECORDED JANUARY 25, 1906 AS DOCUMENT 3821336 IN COOK COUNTY, ILLINOIS.

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