

UNOFFICIAL COPY

0030191606

5087/0148 33 001 Page 1 of 5

2003-02-07 13:22:31

Cook County Recorder

32.00



0030191606

PREPARED BY:

MOSS, CODILIS ET AL  
475 CrossPoint Parkway  
Getzville, NY 14068

Loan No. 2006182824

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 1-12-02, between Rosemary Jackson and Leroy M. Jackson, husband and wife ("Borrower(s)"), and Bank of America, N.A., ("Lender") current holder of the Note and Security Instrument hereinafter described, amends and supplements (1) the Note dated **August 19, 1999**, made in the amount of **\$104,800.00**, and (2) the Security Instrument dated **August 19, 1999**, and recorded **August 27, 1999**, recorded as **Document No. 99823933** in the official records of **Cook County** which covers the real property described in said Security Instrument, located at: **4207 West 189th Street, Country Club Hills, IL 60478** ("Property"), and more particularly described as:

*LOT 70 IN TIERRA GRANDE UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.*

*TAX ID/PARCEL NUMBER: 31034050530000*

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 **February 1, 2002**, the amount payable under the Note and the Security Instrument is **\$102,846.03** ("Unpaid Principal Balance"). 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 **\$3,985.26** have been added to the indebtedness under the terms of the Note and Security Instrument and the loan reamortized over **360** months. When payments resume on **March 1, 2002**, the New Unpaid Principal Balance will be **\$106,831.29**.

# UNOFFICIAL COPY

Loan No. 2006182824  
Page 2

0030191606

2. The Borrower(s) promise to pay the Unpaid Principal Balance, plus the interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual rate of **7.750%** from **February 1, 2002**, and Borrower(s) promise to pay monthly payments of principal and interest in the amount of **\$765.35** beginning **March 1, 2002**, and on the same day of each month thereafter until the entire amount due and payable under the terms of the Note, Security Instrument and this Agreement are paid in full. If on **February 1, 2032**, ("Maturity Date"), Borrower(s) still owe amounts under the Note, Security Instrument or this Agreement, the Borrower(s) shall pay these amounts in full on the Maturity Date.

Borrower(s) shall make the monthly payments described herein at Bank of America Mortgage, 475 CrossPoint Pkwy, P.O. Box 9000, Getzville, NY 14068-9000, or at such other place that Lender may designate.

3. If all or any part of the Property or any interest therein is sold or transferred without Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums due under the Note, Security Instrument and this Agreement.

If Lender exercises this option, the Lender shall give the Borrower(s) notice of acceleration. The notice shall provide a period of not less than thirty days from the date the notice is delivered or mailed within which the Borrower(s) must pay all sums due under the Note, Security Instrument and this Agreement. If Borrower(s) fail to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Note, Security Instrument and /or this Agreement without further notice or demand on the Borrower(s).

4. Borrower(s) will also comply with all other covenants, agreements, terms, conditions, and requirements of the Note and Security Instrument, including, without limitation, the Borrower's agreement to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower(s) are obligated to pay under the terms of the Note and Security Instrument, however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph one above.

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for 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 or wholly or partially incorporated into, or is a part of, the Note or Security Instrument and that contains any such terms or provision 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/or Security Instrument. Except as expressly 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 of the instruments, as amended by this Agreement.

# UNOFFICIAL COPY

Loan No. 2006182824  
Page 3

0030191606

BORROWER(S):

Date: 1-12-02

Rosemary Jackson  
Rosemary Jackson

Leroy M. Jackson  
Leroy M. Jackson

Paul M. Gotsch  
Witness Signature  
PAUL M. GOTSCH  
Print Name

Beatrice Taylor  
Witness Signature  
BEATRICE TAYLOR  
Print Name

STATE OF Ill.  
COUNTY OF Cook

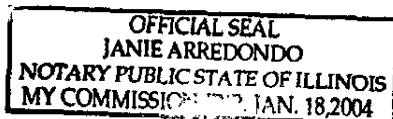
On 1-12-02, before me, the undersigned, a Notary Public in and for said State, personally appeared Rosemary Jackson and Leroy M. Jackson, [ ] personally known to me - OR - [ ] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument 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.

Janie Arredondo  
Signature of Notary

JANIE ARREDONDO  
Printed Name

My commission expires: 1-18-2004



# UNOFFICIAL COPY

Loan No. 2006182824  
Page 4

0030191606

LENDER:

Date: 1/28/02

Bank of America, N.A., current holder of the Note and Security Instrument

BY: *Arthur Marczyński*

(Print Name and Title)

ARTHUR A. MARCZYNSKI  
OFFICER

*Karen Augello*  
Witness Signature

Karen Augello  
Print Name

*B. Batt*  
Witness Signature

B. BATT  
Print Name

STATE OF NEW YORK )  
COUNTY OF ERIE )

On the 28th day of January 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Arthur Marczyński

[ ☒ ] personally known to me - OR - [ ] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the 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.

*Pauline SETH*  
Signature of Notary

Pauline SETH  
Printed Name

My commission expires: Dec 31, 2005

**PAULINE SETH**  
Notary Public - State of New York  
Reg. No. 01SE6068178  
Qualified in Erie County  
My Commission Expires Dec. 31, 2005

# UNOFFICIAL COPY

Loan Number 2006182824

0030191606

This LOAN MODIFICATION document was prepared by:

MOSS, CODILIS et.al.  
(Company Name)

475 CrossPoint Parkway  
Getzville, NY 14068  
(Company Address)

Ryan S. Guild  
Signature of Preparer

Ryan S. Guild  
Printed Name of Preparer

December 13, 2001  
Date

RETURN TO -  
BOX 70

03-223