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LOAN MODIFICATION AGREEMENT

0004652442

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this seventh day of July, 2002, between JACK CARROO and JANE PRESKO ("Borrower") and Charter One Bank, F.S.B., successor by merger to St. Paul Federal Bank for Savings, ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated August 7, 2000 and recorded in Book # 00615099 of the Records of Cook County 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 1274 S FALCON DR, PALATINE, IL 60067,

The real property described being set forth as follows:

See Attached Exhibit A

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. After the application of all payments due on the Note through and including September 1, 2002, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") will be U.S. \$137,902.60 consisting of the unpaid amount(s) loaned to the Borrower by the Lender, including advances, if any, and any interest capitalized to date, to which Mortgagor has no defenses, offsets or counterclaims.

2. 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 5.875%, from September 1, 2002. Borrower promises to make monthly payments of principal and interest of U.S. \$1,266.18, beginning on the first day of October 1, 2002, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If, on September 1, 2015 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower will make such payments at Charter One Mortgage, Corp., Post Office Box 2800, Glen Allen, VA 23058-2800, Attn: Payment Processing or at such other place as Lender may require.

3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. 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 Borrower is obligated to make under the Security Instrument.

199A-001 O'Connor Title Services, Inc.

3/5/02

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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

IN WITNESS WHEREOF, the said parties have hereunto set their hands, or caused these presents to be signed by their duly authorized officers, the day and year first above mentioned.

Signed in the presence of:

BORROWER

[Signature]

[Signature]

JACK CARROO

Print Witness' Name: *[Signature]*

[Signature]

Print Witness' Name: *[Signature]*

[Signature]

JANE PRESCO

Print Witness' Name: *[Signature]*

[Signature]

Print Witness' Name: *[Signature]*

ACKNOWLEDGMENT

State of Illinois)
County of Cook) SS.

On the seventh day of July in the year 2002 before me, the undersigned, personally appeared JACK CARROO and JANE PRESCO. Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public
My Commission Expires:

Agreed to by:

Charter One Bank, F.S.B.

By: *[Signature]*

Pamela F. Dunn, Vice President



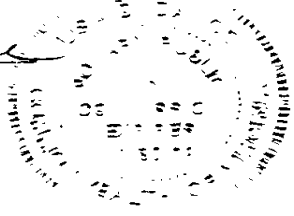
This instrument prepared by and after recording should be returned to:
Charter One Mortgage Corp.
Attn: Fixed Modification Specialist
10561 Telegraph Road
Glen Allen, VA 23059

ACKNOWLEDGMENT

State of Virginia)
County of Henrico) SS.

On the 11th day of October in the year 2002 before me, the undersigned, personally Pamela F. Dunn, personally known to me or proved to me on the basis of satisfactory evidence to the individual(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 capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the County of Henrico, Virginia.

[Signature]
Notary Public
My Commission Expires:
11-30-06



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30197055

Exhibit A

THAT PART OF BLOCK 48 IN EAST PEREGRINE LAKE ESTATES, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED JUNE 24, 1998 AS DOCUMENT NO. 98540601 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 48, THENCE SOUTHERLY ALONG A CURVED LINE BEING CONCAVE TO THE EAST HAVING A RADIUS OF 165 FEET AN ARC LENGTH OF 5.42 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH ALONG SAID CURVED LINE, BEING CONCAVE TO THE EAST HAVING A RADIUS OF 165 FEET AN ARC LENGTH OF 34.18 FEET; THENCE SOUTH 87 DEGREES 58 MINUTES 57 SECONDS WEST A DISTANCE OF 140.19 FEET, THENCE NORTH 02 DEGREES 01 MINUTES 03 SECONDS WEST A DISTANCE OF 34 FEET; THENCE NORTH 87 DEGREES 58 MINUTES 57 SECONDS EAST A DISTANCE OF 143.01 FEET, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

02-28-0404-031

Clerk's Office