

LOAN REFORMATION AGREEMENT-Exhibit "A"



This Loan Modification Agreement ("Agreement"), effective November 1, 2002, among CLARA RUSSELL ("Borrower") INTERBAY FUNDING LLC., as servicer for FIRST UNION NATIONAL BANK, as indenture trustee, collectively referred to as ("Lender").

WHEREAS, on or about March 9, 2000, RUSSELL executed a Mortgage and Note in favor of Life Bank and later assigned to FIRST UNION NATIONAL BANK, as indenture trustee. The mortgage amount was \$30,000.00. It was recorded against the RUSSELL property located at 2138 West 51st Street, Chicago, Illinois, 60609. The real property is being described as follows:

THE EAST 6 FEET OF LOT 32 AND LOT 33 (EXCEPT THE EAST 4 FEET THEREOF) IN WINTER'S SUBDIVISION OF THE SOUTH HALF OF BLOCK 60 IN THE CHICAGO UNIVERSITY SUBDIVISION IN THE NORTH HALF OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN # 20-07-124-048.

NOW AND THEREFORE, INTERBAY and RUSSELL agree as follows:

WHEREAS, the Note and Mortgage in favor of Life Bank and later assigned to FIRST UNION NATIONAL BANK, as indenture trustee, were recorded in the Office of the Recorder of Deeds, Cook County, Illinois, on or about March 21, 2000 under document No. 00197760.

WHEREAS, the right to service the Note and Mortgage was assigned to INTERBAY FUNDING LLC., as servicer for FIRST UNION NATIONAL BANK, as indenture trustee.

WHEREAS, certain disputes have arisen by and between Borrower and various others, pursuant to which the parties have entered into a separate Release and Settlement Agreement.


WHEREAS, the Borrower has requested that the Lender reform the terms of the Note and Mortgage and Lender has agreed to do so pursuant to the terms and conditions stated in this Agreement.


WHEREAS, Lender has agreed to reform the time and manner of payment of the Note and Mortgage as hereinafter provided and in consideration of the premises contained herein, Borrower and Lender agree that the provisions set forth in the Note and Mortgage are reformed as follows:

1. The Borrower and the Lender agree that effective November 1, 2002, the principal sum of the Note and Mortgage ("Unpaid Principal Balance") will be adjusted to twenty-nine thousand nine hundred fifty-seven dollars and seventy-six cents (\$29,957.76).
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of eight percent (8.00%) effective December 1, 2002. The Borrower promises to make three-hundred sixty (360) monthly payments of principal and interest of two hundred nineteen dollars and eighty-two cents (\$219.82) beginning on the 6th day of December, 2002, and continuing thereafter on the same day of each succeeding month to Interbay Funding LLC., Attn: Cashiering, 2601 South Bayshore Drive, Suite 400, Miami, Florida 33133 or at such other places as the Lender may require.
3. All accrued interest and any other charges described below that may be owed on the Note will be due on or before December 6, 2032 (the "Reformed Maturity Date"). If at that time the Borrower still owes amounts under the Note and Mortgage, the Borrower will make such payments to Interbay Funding LLC. or at such other places as the Lender may require.
4. Except to the extent provided herein, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and Mortgage, 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 Note and Mortgage.

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- 5. The parties have agreed to enter into and execute a separate Release and Settlement Agreement whereby any and all claims that Borrower may have against Lender, Interbay Funding LLC., their predecessors, successors or assigns, among others, are released fully satisfied, discharged and dismissed with prejudiced.
- 6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in any part of the Note and Mortgage. The Note and Mortgage will remain unchanged and in full effect except as reformed herein, and the Borrower and Lender will be bound by, and comply with, all the terms and provisions thereof, as amended by this Agreement.


 By: INTERBAY FUNDING LLC.,
 as servicer for FIRST UNION NATIONAL
 BANK, as indenture trustee.
 Dated: _____, ~~2002~~
 2003

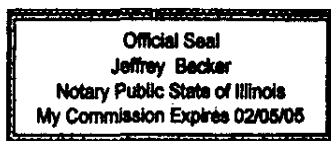

 CLARA RUSSELL
 Dated: 01-16-03, 2002

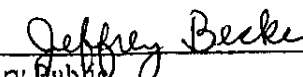
ACKNOWLEDGMENTS

STATE OF Illinois)
) ss.
 COUNTY OF Cook)

On the 16th day of JANUARY, 2003, personally appeared before me CLARA Russell, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the attached instrument, and acknowledged he/she/they executed it.

IN WITNESS WHEREOF, I set my hand and official seal.




 Notary Public

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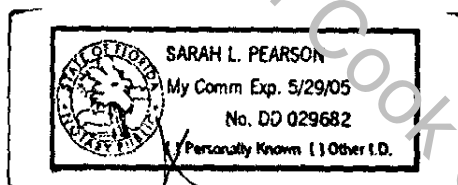
STATE OF FL)

COUNTY OF DADE)

: SS.

On 2/20, 2003, before me, Sarah L Pearson, Notary Public, personally appeared Christopher Campbell of Interbay Funding LLC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I set my hand and official seal.



Sarah L Pearson
Notary Public

Noonan & Lieberman
105 W. Adams, Ste 3000
Chgo. IL 60603

