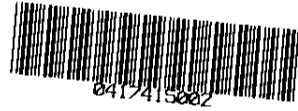


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Doc#: 0417415002
Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 06/22/2004 09:50 AM Pg: 1 of 7

Recording Requested by &
When Recorded Return To:
US Recordings, Inc.
2925 Country Dr
Suite 201
St. Paul, MN 55117

1873110/-01
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Property of Cook County Clerk's Office

Loan Modification Agreement

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P7

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Recordings Requested by &
When Recorded Return To:
US Recordings, Inc.
2925 Country Drive Ste 201
St. Paul, MN 55117

18731101-01

PREPARED BY:
Moss Codilis, L.L.P.
475 CrossPoint Parkway
Getzville, NY 14068

Loan No. 002242647

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 2 day of 04, 2004, between ANTHONY D COLOQUITT SR, an unmarried person and CRYSTAL R TERRELL, an unmarried person ("Borrower(s)"), and Bank of America, N.A., successor by merger to BA Mortgage, LLC, as successor in interest by merger with NationsBanc Mortgage Corporation, ("Lender") current holder of the Note and Security Instrument hereinafter described, amends and supplements (1) the Note dated June 29, 1999, made in the amount of \$82,373.00, and (2) the Security Instrument dated June 29, 1999, and recorded September 20, 1999, recorded as Document No. 99888168, in the official records of Cook County which covers the real property described in said Security Instrument, located at: 22201 PAXTON AVENUE, SAUK VILLAGE, IL 60911 ("Property"), and more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TAX ID/PARCEL NUMBER: 32-25-412-001-0000

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 May 1, 2004, the amount payable under the Note and the Security Instrument is \$79,568.37 ("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 \$15,985.17 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 June 1, 2004, the New Unpaid Principal Balance will be \$95,553.54.

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Loan No. 0023242647

Page 2

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 **6.500%** from **May 1, 2004**, and Borrower(s) promise to pay monthly payments of principal and interest in the amount of **\$603.96** beginning **June 1, 2004**, 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 **May 1, 2034**, ("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 Fwy., 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.

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Loan No. 0023242647
Page 3

BORROWER(S):

Date: 4 2 04

Anthony D Colquitt Sr
ANTHONY D COLQUITT SR

Crystal R Terrell
CRYSTAL R TERRELL

Robert Laethem
Witness Signature
ROBERT LAETHEM
Print Name

Robert Laethem
Witness Signature
ROBERT LAETHEM
Print Name

STATE OF Illinois

COUNTY OF Cook

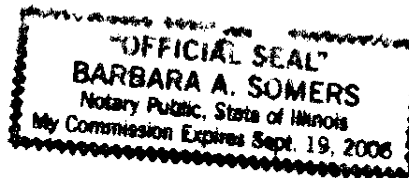
On April 12, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared ANTHONY D COLQUITT SR and CRYSTAL R TERRELL, [] personally known to me - OR - [] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within 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.

Barbara A. Somers
Signature of Notary

BARBARA A. SOMERS
Printed Name

My commission expires Sept. 19, 2006



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Page 4

LENDER:

Date: April 23, 2004

Bank of America, N.A., successor by merger to BA Mortgage, LLC, as successor in interest by merger with NationsBanc Mortgage Corporation, current holder of the Note and Security Instrument

BY: Shelley A. Andrees

(Print Name and Title) **SHELLEY A. ANDREES
ASST. VICE PRESIDENT**

Gregory Pijanowski
Witness Signature

Print Name Gregory Pijanowski

Nicholas Stebiada
Witness Signature

Print Name Nicholas Stebiada

STATE OF NEW YORK)
)
COUNTY OF ERIE)

On 4.23.04, before me, the undersigned, a Notary Public in and for said State, personally appeared Shelley A. Andrees, Asst. Vice Pres
[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/henr/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.

Dore M. Kozlowski
Signature of Notary

Printed Name Dore M. Kozlowski
Notary Public - State of New York
Reg. No. 01KO4961563
Qualified in Erie County

My commission expires: 2-5-2006

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EXHIBIT "A"

SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS;

LOT 28⁹ IN INDIAN HILL SUBDIVISION UNIT NUMBER 2, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED AUGUST 29, 1957 AS DOCUMENT NUMBER 16999094 IN BOOK 500 OF PLATS, PAGE 4 & 5 IN SECTION 25, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY OF Cook County Clerk's Office

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Loan Number 0023242647

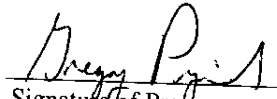
This LOAN MODIFICATION document was prepared by:

MOSS CODILIS, L.L.P.
(Company Name)

475 CrossPoint Parkway
Getzville, NY 14068
(Company Address)



U18731101-010R07
LOAN MODIF AGREEMENT
LOAN# 0023242647
US Recordings


Signature of Preparer

Gregory Pijanowski
Printed Name of Preparer

Loss Mitigation Specialist
Title

April 29, 2004
Date

Property of **Cook County Clerk's Office**