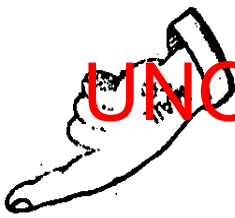


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9440/0084 28 001 Page 1 of 6
1999-12-06 13:13:55
Cook County Recorder 31.50



After recording return to:

Return to: FIRST AMERICAN TITLE
3 First American Way
Santa Ana, CA 92707

Attn: Loan Modification Dept.
Prepared by: David W. Joye



Fleet Mortgage Group Loan Number: 7178781

FHA Case Number: 1317164577734

#190297

FIXED RATE LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), dated the 30th day of September, 1999, effective the 1st day of November, 1999, between James J. Roberts, a divorced man ("Borrower") and Fleet Mortgage Corp., f/k/a Fleet Real Estate Funding, Corp. ("Lender"), by assignment from n/a, by assignment dated n/a and filed for record n/a and recorded in Volume n/a, Page n/a of Public Records, amends and supplements (1) the Note (the "Note") made by the Borrower, dated June 18, 1993, in the original principal sum of U.S. \$92,150.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on June 22, 1993 as Document/Instrument No. 93-474634 in Book or Liber n/a, at page(s) n/a, of the Records of Cook County, IL. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), located at 733 Plum Tree Unti D-2, Wheeling, IL 60090. That the real property is further described as:

See Schedule "A" attached hereto and made a part hereof

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument, and the Lender has agreed pursuant to the terms and conditions herein. In consideration of the agreement herein, and other good and valuable consideration, the Borrower and Lender hereby agree to modify the terms of the note and security Instrument as follows:

1. The Borrower represents that the property is owner occupied and is the person or persons who executed the original instruments.
2. The Borrower acknowledges that 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 costs and expenses, together with unpaid accrued interest, in the total amount of \$11,506.77 have been added to the indebtedness under the terms of the Note and Security Instrument, and that as of November 1, 1999, the amount, including the amounts which have been added to the indebtedness, payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$98,627.07.
3. 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 8.00%, beginning November 1, 1999. The Borrower promises to make monthly payments of principal and interest of U.S. \$774.93 (not including escrow deposit), beginning on the 1st day of December, 1999, and continuing thereafter on the same day of each succeeding month until principal and interest are paid

in full. If on July 1, 2022 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments to Fleet Mortgage Group, P.O. Box 3147, Milwaukee, WI 53201-3147 or, at such other place designated by Lender.

- 4. If the Borrower is in default, the Lender may, by providing a written notice to the Borrower, notify the Borrower that the Borrower is in default and that the interest which shall be charged on the Unpaid Principal Balance may be increased to a yearly rate of 8.00% beginning on an effective date stated in the notice which is at least 30 days after the date on which the notice is delivered or mailed to the Borrower. Unless the entire indebtedness is accelerated, as specified in the Note, the Borrower shall pay such increased monthly payments of principal and interest, as adjusted for the increased rate of interest, as specified by the Lender. The Borrower acknowledges that this would constitute an increase in the rate of interest, compared to the rate of interest which would otherwise apply if the Borrower had not defaulted on this Modification.
- 5. Except as otherwise modified herein, the Borrower will comply with all other covenants, agreements, and requirements of the Note and 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.
- 6. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

10-22-99
Date

James J. Roberts
James J. Roberts, Borrower

Date

, Borrower

Date

, Borrower

Date

, Borrower

DeKalb County Clerk's Office

(BORROWER'S ACKNOWLEDGMENT)

STATE OF Illinois)

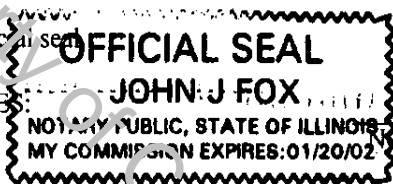
COUNTY OF COOK)

On this, the 22nd day of OCTOBER, 1999 before me personally appeared **James J. Roberts**, 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

MY COMMISSION EXPIRES:

01/20/02



[Handwritten Signature]

NOTARY PUBLIC, STATE OF Illinois

JOHN J FOX

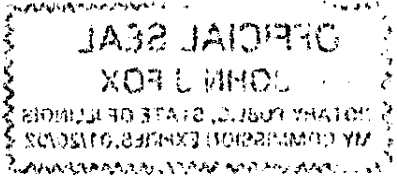
PRINTED NAME OF NOTARY

Title Of Document: Fixed Rate Loan Modification Agreement
Date of Document: 09/30/99
Number of Pages: 4

COOK County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office



Date: 11/11/99

FLEET MORTGAGE GROUP

-Lender

By: *Margaret M. Slattery*
Margaret M. Slattery, Vice President

Property of Cook County Clerk's Office



(LENDER'S CORPORATE ACKNOWLEDGMENT)

STATE OF South Carolina

COUNTY OF Florence

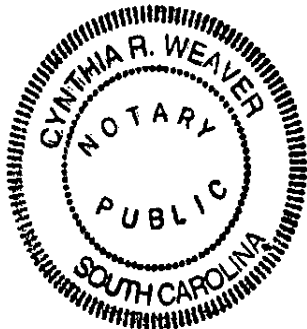
BEFORE ME, on this day personally appeared Margaret M. Slattery of Fleet Mortgage Group, its Vice President, known to me to be an officer of said corporation, duly authorized to commit this transaction, DEPOSES and SWEARS on this, the 11 day of November, 1999, that the foregoing instrument was executed for the purposes and consideration expressed herein.

MY COMMISSION EXPIRES:

Cynthia R. Weaver
NOTARY PUBLIC, STATE OF South Carolina
CYNTHIA R. WEAVER

My Commission Expires November 18, 2003

PRINTED NAME OF NOTARY



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Schedule "A"

UNIT NUMBER 1-11-54-R-D-2 TOGETHER WITH A PERPETUAL AND EXCLUSIVE EASEMENT IN AND TO GARAGE UNIT NO. G-1-11-54-R-D-2 IN LEXINGTON COMMONS COACH HOUSE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF THE WEST 1/2 OF THE WEST 1/2 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF MC HENRY ROAD IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 24759029, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Tax ID 09031000541232

Property of Cook County Clerk's Office

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Page 6 of 6

STATE OF Illinois Effective Date: 11/01/99
Borrower(s): James J. Roberts
COUNTY OF Cook
Property Address: 733 Plum Tree Unit D-2
FMG Loan No 7178781 Wheeling, IL 60090

COMPLIANCE AGREEMENT

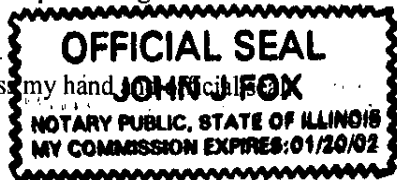
The undersigned Borrower(s), in consideration of the Loan Modification offered by *Fleet Mortgage Group*, its successors and/or assigns ("Lender") in the amount of \$98,627.07, modifying the original Promissory Note secured by a Deed of Trust Mortgage dated 06/18/1993 agrees to fully cooperate with any reasonable requests made by Lender, or its agent, to correct typographical errors in the Loan Modification Agreement enabling Lender to sell, convey, guarantee or obtain insurance for any investor or institution, including but not limited to, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Department of Veterans Affairs, or any municipal bonding authority, to ensure enforceability of the modified loan agreement. These requests may include, but are not limited to, all changes, corrections, re-execution or modification of any document related to such loan, as may be required.

The undersigned will comply with all requests within thirty (30) days from the date they are made by Lender or its agent. If Borrower(s) fails to meet its obligations, Borrower(s) acknowledge liability for all costs including, but not limited to, actual expenses, legal fees, court costs, and marketing expenses incurred by Lender to enforce its rights under the Loan Modification Agreement.

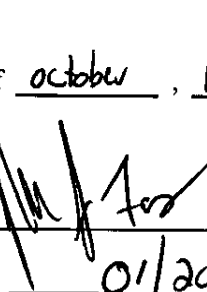

James J. Roberts, Borrower

, Borrower

This Compliance Agreement was acknowledged before me this 22nd day of October, 1999, by:



Witness my hand and seal this _____ day of _____, 1999.



Notary Public

My commission expires: 01/20/02

RECORD & RETURN TO: Fleet Mortgage Group, Fleet Counseling Services
Settlement/Quality Assurance
2210 Enterprise Drive, SC/FL/2577
Florence, SC 29501

UNOFFICIAL COPY

Property of Cook County Clerk's Office

OFFICIAL SEAL
JOHN J. FOX
CLERK OF SUPERIOR COURT
COOK COUNTY, ILLINOIS