

This document prepared by:
After Recording Return to:
Cheryl Zahn
The Law Offices of David J. Stern
801 S. University Drive, #500
Plantation, FL 33324
Loan# 0020775193
DJS#99-46211
FHA Case # 131-8584218-734



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**LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rates)**

This Loan Modification Agreement ("Agreement"), made this 11TH day of OCTOBER 1999, between JACQUELINE A. BROWN, a single woman ("Borrower") and BANK OF AMERICA MORTGAGE, SUCCESSOR BY MERGER TO NATIONSBANC MORTGAGE CORPORATION ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated FEBRUARY 28, 1997 and filed JUNE 13, 1997 and recorded as Document No. 97-424226, in the Public Records of Cook County, Illinois.

[Name of Records] [County and State, or other Jurisdiction]

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 4800 LAKE SHORE DRIVE, #2310S, CHICAGO, ILLINOIS 60615.

[Property Address]

the real property described being set forth as follows:

"SEE ATTACHED LEGAL DESCRIPTION"

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 SEPTEMBER 1, 1999, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$71,178.34, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

2. 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 8.25%, from SEPTEMBER 1, 1999. The Borrower promises to make monthly payments of principal and interest of U.S. \$546.30, beginning on the 1ST day of OCTOBER 1, 1999, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on MARCH 1, 2027 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at 101 E. Main Street, Suite 400, Louisville KY 40232-5140 or at such other place as the Lender may require.

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

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

4. The Borrower also will comply with all other covenants, agreements, and

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(page 2 of 2)

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 the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, 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, wholly or partly incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions 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 Security Instrument. Except as otherwise specifically 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 thereof, as amended by this Agreement.

Witness by:

Carol Y. Ward (Seal)
Printed name: CAROL Y. WARD

Lisa Wolfe (Seal)
Printed name: LISA Wolfe

Jacqueline A. Brown
JACQUELINE A. BROWN-Borrower

OFFICIAL SEAL
CORLISS C WARD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP. FEB. 16, 2003

Bank of America Mortgage (Seal)

By: Scott Manning Vice President
Printed name: Scott Manning
[Space Below This Line For Acknowledgment]

Borrower's Acknowledgment

STATE OF ILLINOIS
COUNTY OF COOK

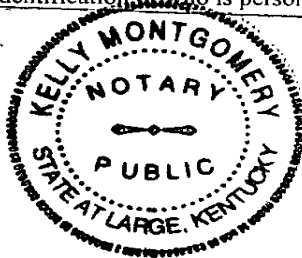
The foregoing instrument was acknowledged before me this 14th day of October, 1999 by Jacqueline A. Brown, a single woman, who produced DL JB 650-4216-1789- as identification or who is (are) personally known to me.

Corliss C Ward
Notary Public
Print Name: CORLISS C WARD
My Commission Expires: FEB 16, 2003

Lender's Acknowledgment

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 19th day of October, 1999 by Scott Manning, as a Vice President of Bank of America Mortgage who produced as identification or who is personally known to me.



Kelly Montgomery
Notary Public
Print Name: Kelly Montgomery
My Commission Expires:
KELLY MONTGOMERY
Notary Public, State at Large KY
My Commission Expires 07/09/2000

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Legal Description

UNIT 2310S IN THE NEWPORT CONDOMINIUM, AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: BLOCK 1 IN CHICAGO BEACH ADDITION, BEING A SUBDIVISION OF LOT "A" IN BEACH HOTEL COMPANY'S CONSOLIDATION OF CERTAIN TRACTS IN FRACTIONAL SECTIONS 11 AND 12, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID BLOCK 1 THAT PART THEREOF WHICH LIES NORTHEASTERLY OF A LINE 40 FEET SOUTHWESTERLY FROM AND PARALLEL TO THE NORTHEASTERLY LINE OF SAID BLOCK) (SAID PARALLEL LINE BEING THE ARC OF A CIRCLE HAVING A RADIUS OF 1568.16 FEET CONVEX SOUTHWESTERLY) IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 24730609 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

20-12-100-003-1412

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