



Norwest Loan #: 685-0815084
VA Loan #: 0644326
This document was prepared by: W14 Rose Lopez

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AccuFile, Inc.
6221 South 90th Street
Ralston, NE 68127

ATI TITLE COMPANY
314 SOUTH 19TH STREET
OMAHA, NE 68102

**FIXED RATE LOAN
MODIFICATION AGREEMENT**

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS:
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement ("Modification"), effective October 12, 1999, between **MIGUEL A SALAS, no status**, and **MARGARET M SALAS, no status** ("Borrower") and **Norwest Mortgage, Inc.** ("Lender"), amends and supplements (1) the Note (the "Note") made by the Borrower, dated **May 6, 1994**; in the original principal sum of U.S. **\$53,700.00**, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on **May 11, 1994** as Document Number 94421423, of the **Official 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 **230 MAJOR DRIVE, NORTHLAKE, IL 60164** the real property being described as follows:

See Attachment

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 (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower represents that the Borrower(s) is the owner of the Property and are one and the same individuals(s) 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 **\$6,571.99** have been added to the indebtedness under the terms of the Note and Security Instrument, and that as of **February 1, 2000**, 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. **\$90,962.57**.

SD
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my

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 8.000, beginning January 1, 2000. The Borrower promises to make monthly payments of principal and interest of U.S. \$667.45 (not including escrow deposit), beginning on February 1, 2000 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on January 1, 2030 (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 at Norwest Mortgage, Inc. or at such other place as the Lender may require.
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 8.000 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.
7. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification. *[Check box if applicable.]*

1-4 Family Rider - Assignment of Rents

8. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower(s) agree as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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.

[To be signed by all borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

16-14-99
Date

Miguel A. Salas
MIGUEL A SALAS Borrower

10-14-99
Date

Margaret M. Salas
MARGARET M SALAS Borrower

Date

Borrower

Date

Borrower

[Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction]

STATE OF ILLINOIS)

COUNTY OF Cook)

On this, the 14 day of October, 1999 before me personally appeared

MIGUEL A SALAS MARGARET M SALAS

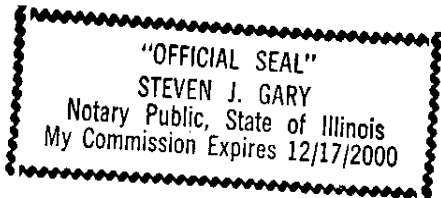
known to me personally or proved to me on the basis of satisfactory evidence to be the person(s) whose (name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

MY COMMISSION EXPIRES:

12/17/2000

Steven J. Gary
NOTARY PUBLIC, STATE OF ILLINOIS
STEVEN J GARY
PRINTED NAME OF NOTARY

685-0815084



UNOFFICIAL COPY

09160108

Investor Loan No.: B01-001-0000815084

NMI Loan No.: 685-0815084

Linda LeLievre

-Date

NORWEST MORTGAGE, INC.

-Lender

By: Linda LeLievre, Assistant Secretary

(LENDER'S CORPORATE ACKNOWLEDGMENT)

STATE OF California

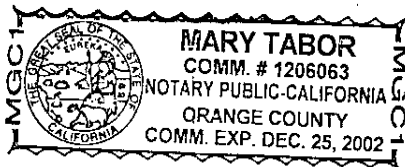
COUNTY OF Riverside



On 10-18-99 Date before me Mary Tabor Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared LINDA LE LIEVRE, ASSISTANT SECRETARY Name(s) of Signer(s)

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 signatures 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.

Mary Tabor
Signature of Notary Public

685-0815084

09160108

LOT 20 IN BLOCK 9 ON SECTION 2 OF COUNTRY CLUB ADDITION TO MIDLAND DEVELOPMENT COMPANY'S NORTH LAKE VILLAGE SUBDIVISION IN THE SOUTH WEST QUARTER (EXCEPT THE SOUTH 100 RODS) THE WEST HALF OF THE SOUTH EAST QUARTER (EXCEPT THE SOUTH 100 RODS) AND THE SOUTH HALF OF THE NORTH WEST QUARTER AND THE SOUTH WEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel Number : 12-32-112-020

Property of Cook County Clerk's Office