# 88418758

## UNOFFICIAL COPY: 3

After recording, please return to:

88418758

Lomas Mortgage USA P.O. Box 660726 Dallas, TX 75266-0726 ATTN: A.R.M. Department

Loan Number 09-58-70660

MODIFICATION AGREEMENT (Conversion to Fixed Rate)

This Agreement is made this 30th day of August, 1988 between David A. Joliffe and Ama Dee Williams, his wife (herein "BORROWER", and Lomas Mortgage USA (herein "LENDER"), a Connecticut Corporation doing business at 1600 Viceroy, Dallat. Texas, 75243.

BORROWER and LENDER have entered into this Agreement to modify the promissory note executed by BOLROWER, dated the 16th of April, 1985, in the original amount \$67,900.00 (herein "Note"), secured by a Deed of Trust with an Adjustable Rate Rider made by BCRPOWER to The Lomas & Nettleton Company, Trustee, in favor of service recorded unknown, as Entry Number 27522860, Book n/a, Page n/a (herein "Deed of Trust"), secured by the following described property located in the County of Cook, State of Illinois.

LOT 37 IN BLOCK 1 IN POWERS RESUBDIVISION OF LOTS 1 TO 28 INCLUSIVE IN BLOCK .

1 AND LOTS 1 TO 28 INCLUSIVE IN BLOCK 2 OF CHICAGO REPAIR ADDITION TO OAK .

PARK IN SCTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL .

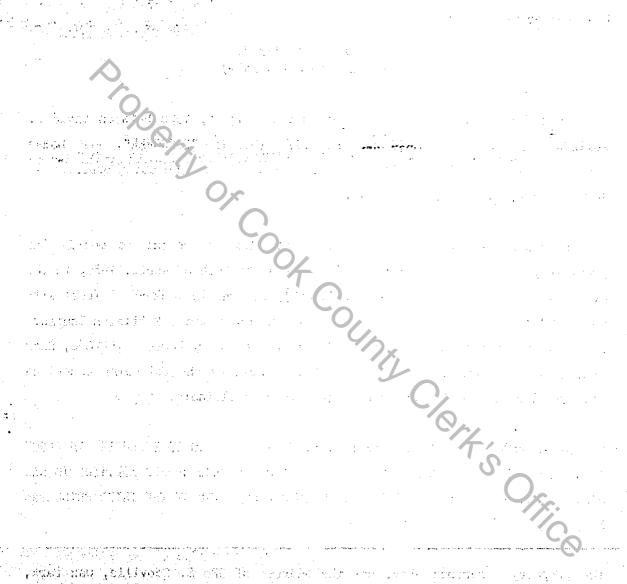
MERIDIAN, IN COOK COUNTY, ILLINOIS.

The property described above has the address of 526 S. Scoville, Oak Park, Illinois.

BORROWER is indebted to LENDER under the Note and Deed of Trust described above, payable in 360 monthly installments of \$546.34 due on the first of each month with the final payment of all remaining prinicpal and interest due and payable the 1st May day of 2015.

88418756

《海·秋》称《茅木海》载: 1, 1 (1) (1) (1)



BORROWER desires to exercise the option to convert the Note to a fixed rate of interest as contained in the Note, and LENDER agrees to the conversion, provided BORROWER accepts the terms indicated below.

- 1. STATUS OF LOAN. As of the date of this conversion, principal and interest payments are paid to the 1st day of August, 1988. The unpaid principal balance is \$64,529.43. This balance is subject to payment of all checks in process of collection.
- 2. MEN TERMS. The interest rate on the Note shall be changed from an adjurtable rate Note with a current rate of nine and five-eighths (9.625) percent per annum to a fixed rate of ten and five-eighths (10,625) percent per annum. Monthly payment of principal and interest shall be changed from \$542.86 to \$607.16. The new monthly payment of principal and interest shall be due on June 1, 1988, and on the first day of each month thereafter until the loan is paid in full. The remaining terms of the loan, as presented in the Note, Deed of Trust and other from documents shall remain unchanged. BORROWER understands that by exercising the fixed rate of interest option in the Note the LENDER may not allow the loan to be assumed.
- 3. EFFECTIVE DATE. The effective date of the agreement shall be May 1, 1988.
- 4. CONVERSION FEE. BORROWER agrees to pay LENDER \$50.00 to induce the LENDER'S acceptance of the Modification Agreement.
- 5. CONTINUATION OF RIGHTS AND REMEDIES. BORROWER agrees to make the payments sepcified in paragraph 2 above and understands and agrees that:
  - a. All the rights, remedies, stipulation and conditions contained in the Note and Deed of Trust relating to default shall also apply to default in making of modified payment under paragraph 2 above.

west of the satisface that are a significant and the same of the s self factors with the transfer of the control of th Gord Committee and the second Control of the state of the second

the section than the section of the and confidence adoption in the control of the party of the control er kalta andrea deka berega mendeka bangan pendagan berangan berangan berangan beranggan beranggan beranggan b with the letter with the party of the engineers

adiated secretic area of the secretary secretary and a secretary in the secretary of the secretary is SMETTER REPORT OF THE ACT OF THE SAME OF T

Cook Colling Clarks Off As interest all the Merchanic State of the Boundary of the Co

and Angle Child Company of the best

entar audustan in ser je holtef B. Beldung og jedning i ser i store i ser

a affilia de 1996 de 1994 de 1

and the first of the second second second second

entities in with the contract of the contract of

and Berge John Bergerich Verweiseren in der Bergerich in der Der Die Die Geber der der ar vale tiper allement for the same some of the production of the state of the same of the

8 8 4 1 0 7 3 3

- b. All convenants, agreements, stipulations and conditions contained in the Note and Deed of Trust shall remain in full force and effect except as modified in this Agreement. BORROWER'S obligations or liabilities under the Note and Deed of Trust shall not be diminished or released by any provision hereof; nor shall the Agreement in any way impair, diminish or affect any of the LENDER'S rights under the Note or Deed of Trust, whether such rights arise thereunder or by operation of law. All rights of recourse to which the LENDER is presently entitled against any property of any other person in any way obligated for or liable on the Note and Trust Deed, are expressly reserved by the LENDER.
- c. All costs expenses incurred by LENDER in connection with this Agreement including recording fees, title examination and attorney's fees shall be paid by BORROWER and shall be secured by the Deed of Trust.
- 6. BORROWER AND LENDER DEFINED. Whereever the word "BORROWER" appears it shall represent the plural as will and the singular, the feminine and neuter genders as well as the masculine and shall include heirs, successors or assigns. "LENDER" shall refer to Lomas Mortgage USA and its successor or assigns.

BORROWER and LENDER have executed this agreement on the date first written above.

was the face of the store of the property of the store of and an electrical fields of a control of the control of

Or Coot County Clarks and an amount without an arm of the ma gitu ngagauth uning pa sistem name i m

Pagah san bud danamengh while between their best best best best

LENDER:	BORROWER:
By:  Roger D. Stotts TITLE:  Assistant Vice President	x AmadelWilliams
STATE OF ILLINOIS COUNTY OF COUNTY	
On the day of	SerTenba, 198, personally appeared
before me DNID STLLIFFE AND	AND DEE WILL, the signers of the above
instrument, who duly acknowledge to m	
O <sub>F</sub> C	Take J. Bieliek Notary Public
Residing at: WHEATON IL	
My Commission Expires: MARLH 2	990
STATE OF TEXAS )	
) ss COUNTY OF DALLAS )	
On the 2nd day of	September , 1988, personally appeared
	, tho being, by me, duly sworn did say
that he/she is the Assistant Vice President of the Lond Mortgage USA and	
that the above instrument was signed in behalf of said Corporation by the authority	
of a resolution of its Board of Directors and said Roger D. Stotts	
acknowledged to me that said Corporation executed the same.	
	Jamela S. Heusley

Notary Public 

My Commission Expires: 32892

PAMELA S. HENSLEY <u> Notary Public, State of Texas</u> My Commission Expires 03-28-1992

David A. Jolliffe 526 S. Scoville Are. Oak Park, IL 60304

A SHOULD BE AND SHOULD BE

LOCOLONIA CICATA SOFFICE