

89577491

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Loan: # 02-58-34506

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 21 day of August 19 89, between John P. Green, Jr. and Sara A. Green, his wife ("Borrower") and Lomas Mortgage USA, Inc., formerly known as the Lomas and Nettleton Co. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated May 7, 1980 and recorded in Book or Liber 25456842, at page(s) \_\_\_\_\_ of the mortgage Records of Cook Illinois (Name of Records) (County & 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 22436 Chappel Ave (Property Address) Sauk Village, IL 60411.

the real property described being set forth as follows:  
 LOT 2 IN SUBDIVISION OF LOTS 509, 510, 511, AND 512 IN INDIAN HILL SUBDIVISION UNIT NO. 3, ACCORDING TO THE PLAN OF RESUBDIVISION RECORDED FEBRUARY 11, 1960 AS DOCUMENT 17780023, BEING A RESUBDIVISION IN THE NORTH 1/2 OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

32-36-105-051

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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, 1989, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 43,065.04, consisting of the amount(s) loaned to the Borrower by the Lender and interest and/or trust account shortages 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 11.00 from September 1, 1989. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 440.14, beginning on the 1st day of October 19 89, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on June 1, 2010 (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 Dept 84581 PO BOX 620046 Dallas, TX or at such other place as the Lender may require. 75262-0046

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

mmw by  
1300

Box  
254

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4. 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.

Lomas Mortgage USA, INC., formerly (Seal)  
known as The Lomas and Nettleton Company

[Signature] (Seal)  
John P. Green Jr. Borrower

By: [Signature]  
William E. Beran, 2nd Vice President

[Signature] (Seal)  
Sara A. Green Borrower

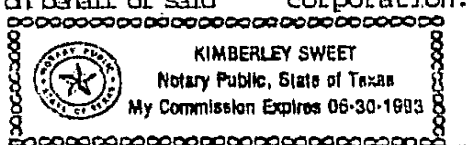
(Space Below This Line For Acknowledgments)

STATE OF Texas

COUNTY OF Dallas

This instrument was acknowledged before me on the 26<sup>TH</sup> of September, 1989, by William E. Beran, 2nd Vice President of Lomas Mortgage USA, Inc., formerly The Lomas and Nettleton Company, on behalf of said corporation.

[Signature]  
Notary Public in and for the state of Texas



### ACKNOWLEDGEMENTS

STATE OF ILLINOIS

COUNTY OF COOK

Before Me the undersigned, a Notary Public in and for said County and State, on this day personally appeared John P. Green Jr. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 28<sup>TH</sup> day of AUGUST, 1987.  
[Signature] My commission expires: \_\_\_\_\_

STATE OF ILLINOIS

COUNTY OF COOK

Before Me the undersigned, a Notary Public in and for said County and State, on this day personally appeared Sara A. Green known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 28<sup>TH</sup> day of AUGUST, 1987.  
[Signature] My commission expires: \_\_\_\_\_



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STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before Me the undersigned, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
My commission expires: \_\_\_\_\_

