

89223914

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Loan #: 02-58-70508

LOAN MODIFICATION AGREEMENT

DEPT-01 RECORDING \$12.00
2222 TRAN 5374 05/17/89 15:29:00
#2473 + B -89-223914
COOK COUNTY RECORDER

This Loan Modification Agreement ("Agreement"), made this 14 day of February 19 89, between Michael R. Pinegan and Linda Pinegan, his wife ("Borrowers") and Lomas Mortgage USA, Inc., formerly known as The Lomas and Nettleton Company

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated December 19, 1984 and recorded in Book or Liber 27383029 at page(s) of the MORTGAGE Records of Cook, 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 28.5 W. Fletcher, Chicago, Illinois 60618 (Property Address)

the real property described being set forth as follows:

Lot 49 in Block 5 in S.E. Gross North West Addition, being a subdivision of the northeast 1/4 of the Northwest 1/4 of section 25, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

13-25-110-019

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):

- As of March 1, 1989, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U. S. \$ 41,288.32, consisting of the amount(s) loaned to the Borrower by the Lender and interest and/or trust account shortages capitalized to date.
- 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 11.625 from March 1, 1989. The Borrower promises to make monthly payments of principal and interest of U. S. \$ 421.19, beginning on the 1st day of April 1989, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on January 1, 2015 (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.
Dept 84581
P O Box 620046
The Borrower will make such payments at Dallas, Texas 75262-0046 or at such other place as the Lender may require.
- 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.

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Handwritten initials and marks.

Box 254

CB 3-1-89

UNOFFICIAL COPY

4. Nothing in this Agreement shall be 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, under

Michael R. Finegan (Seal)
Michael R. Finegan Borrower

By: G. W. Voelkel
G. W. Voelkel
Vice President

Linda Finegan (Seal)
Linda Finegan Borrower

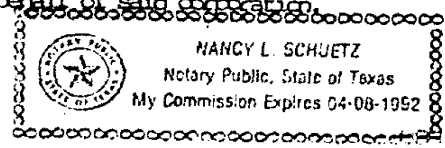
[Space Below This Line For Acknowledgments]

CORPORATE ACKNOWLEDGEMENT

STATE OF Texas
COUNTY OF Dallas

This instrument was acknowledged before me on the 1st of March 1989,
by G. W. Voelkel, Vice President, Lomas Mortgage USA,
Inc., formerly The Lomas and Nettleton Company, on behalf of said corporation.

Nancy L. Schuetz
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 Michael R. Finegan 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 12 day of February, 1989.

Albert Greenberg

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 Linda Finegan 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 22 day of FEBRUARY, 1989.

Albert Greenberg

My commission expires:



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 same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires: _____

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