

Prepared by and Recording
Requested by:

UNOFFICIAL COPY

CONCEPCION SUBIDO *2/1/80*

Assumptions/Loan Service

91151762

When Recorded Mail to:

FIRST NATIONWIDE BANK
ATTN: Assumption Department
P.O. Box 15510
Sacramento, CA 95852-1510

DEPT-01 RECORDING \$13.00
T#8888 TRAN 4428 04/04/91 12:07:00
#2144 #H *-91-151762

(Space Above This Line For Recording Data) COOK COUNTY RECORDER

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 26th day of DECEMBER, 19 90, between ROSE J. GARCIA AND MARIA D. GARCIA

("Borrower") and

First Nationwide Bank A Federal Savings Bank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated NOV. 25, 1988 and recorded in Book or Liber 88549301 at Page _____ of the OFFICIAL Records of COOK County, ILLINOIS State 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 3042 W 56TH ST. CHICAGO, IL 60629

the real property described being set forth as follows:

LOT 29 IN BLOCK 2 IN WEST ENGLEWOOD BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D# 19 15 102 040

91151762

13⁰⁰ E

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, 1991, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 61,878.23, consisting of the amount(s) loaned to the Borrower by the Lender and any interest 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 10.000 %, from FEBRUARY 1, 1991. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 207.16, beginning on the 1st day of MARCH, 1991, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on 12/01/2003 (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.

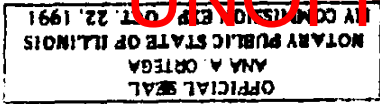
The Borrower will make such payments at P O BOX 348540, SACRAMENTO, CA 95834-8540 or at such other place as the Lender may require.

- 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 the Security Instrument without further notice or demand on the Borrower.

LOAN 41551492

91151762

UNOFFICIAL COPY

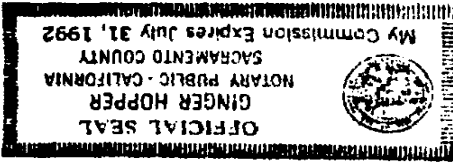


Name (Typed or Printed) ANA A. ORTEGA
Signature [Signature]
WITNESS my hand and official seal.

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 this instrument and acknowledged that it was executed by the person(s) whose name(s) is (are) subscribed to it.

On this 19th day of January in the year 19 91, before me ANA A. ORTEGA a Notary Public in and for said County and State, personally appeared JOSE J. GARCIA AND MARIA GARCIA

STATE OF ILLINOIS
COUNTY OF COOK



Name (Typed or Printed) Ginger Hopper

Signature [Signature]
WITNESS my hand and official seal.

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the within instrument as ASSISTANT SECRETARY or on behalf of the corporation therein named and acknowledged to me the corporation

On this 24th day of January in the year 19 91, before me Ginger Hopper a Notary Public in and for said County and State, personally appeared KEITH JORDAN

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

[Signature]
JOSE J. GARCIA
MARIA GARCIA

BORROWERS:

[Signature]
KEITH JORDAN
ASSISTANT SECRETARY
FIRST NATIONAL BANK

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.

(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 partially incorporated into, or is part of the Note or Security Instrument and that contains any such terms and provisions those referred to in (a) above.

6. 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; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

9115782