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\$24.99 DEPT-01 RECORDING TMB888 TRAN 9467 98/11/93 13:57:00 \*2635 \* \*-93-633652 - [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 13th of JULY

between JAMES R. FISHER AN UNMARRIED PERSON AND GAIL J. ("Borrower") and

MATTAGE INVESTMENT CORPORATION ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated and (2) the Note bearing he 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 1136 WEST ON AUTO OAK PARK, ILLINOIS 60302 the real property described being set forth as follows: UNIT 1D IN THE 1136 ONTARIO STREET CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 3 IN SCHMIDT'S SUBDIVISION OF LOT 13 AND THE SOUTH 1/2 OF LOT 14 IN BLOCK 7 IN KETTLE-STRINGS' ADDITION TO HARLEM IN SECTION 7, TOWNSHIP 39 NOR 11, RANGE 13, EAST, OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A", TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25, 438, 480 AND CO. AMENDED JUNE 5, 1980 AND RECORDED AS DOCUMENT NUMBER 25, 477, 152 TOGETHER WITH ITS UNDIVIDED 6.68228 P.I.N. 16-07-109-014-1005 INTEREST IN THE COMMON ELEMENTS. 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 AUGUST 1, 1993 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. S. A6, 207, 29....... consisting of the amount(s) loaned to the Borrower by the Lender and my interest capitalized to date. The Borrower promises to pay the Unpaid Principal Balance plus interest, to the order of the monthly payments of principal and interest of U.S. \$....352..82...... beginning on the ...lst...... day of ...... SEPTEMBER ......, 19...9.3...., and continuing thereafter on the same day of each succeeding month until principal and interes, are paid in full. If on (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Porrower will pay these amounts in full on the Maturity Date. The Borrower will make such payments at 4318 WOODCOCK SUITE 201 SAN TONIO, TEXAS or at such other place as the Lender may require. 3. 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 Leider'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 this Security Instrument without further notice or demand on the Borrower. 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:

(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 as those referred to in (a) above. Form 3179 2/88

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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 Londer will be bound by, and comply with, all of the terms and provisions thereof, as amended by this 5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or

Lender (Seal)

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