

PREPARED

UNOFFICIAL COPY

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:  
First Nationwide Mortgage Corporation  
P.O. Box 9481  
Mail Code 0010, Vanessa Frey  
Gaithersburg, MD 20898-9481

96141318



RECORDING \$27.00  
TRAN 7594 02/23/96 13:31:00  
COOK COUNTY RECORDER  
DEPT-10 PENALTY \$24.00

BOX 254

LOAN #577-5231527

LOAN MODIFICATION AGREEMENT

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS:  
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND  
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE  
THE SECURITY INSTRUMENT IS RECORDED

This Loan Modification Agreement ("Modification"), effective the 20th day of October, 1995, between Dorothy A. Hawkins and Herbert D. Hawkins ("Borrower") and FIRST NATIONWIDE MORTGAGE CORPORATION ("Lender"), amends and supplements (1) the Note (the "Note") made by Borrower, dated July 12, 1983, in the original principal sum of U.S. \$47,200.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on September 1, 1983, as Document No. 26759469 of the Official Records of Cook County, Illinois. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), located at 5060 North Marine Drive Unit D7 Chicago IL 60640, the real property being described as follows:

See Attached Legal Description

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument, and the Lender has agreed pursuant to the terms and conditions herein. In consideration of the agreements herein, and other good and valuable consideration, the Borrower and Lender hereby agree to modify the terms of the Note and Security Instrument as follows (notwithstanding to the contrary contained in the Note or Security Instrument):

1. The Borrower represents that the Borrower X is,    is not, the occupant of the Property.
2. The Borrower acknowledges that the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and Security Instrument, and that such costs and expenses, together with unpaid accrued interest, in the total amount of \$ 5,307.60 have been added to the indebtedness under the terms of the Note and Security Instrument, and that as of October 1, 1995 the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$48,715.90.
3. 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 6.25 %, beginning October 1, 1995. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 299.95, beginning on the 1st day of November, 1995, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on October 1, 2025 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments at P.O. Box 9481, Gaithersburg, MD 20898-9481 or at such other place as the Lender may require.

96141318

m j p' p

Handwritten initials/signature

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

4. Except as otherwise modified herein, the Borrower will comply with all other covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, the escrow items, impounds and all other payments that the Borrower is obligated to make under the Security Instrument.
5. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

[To be signed by all borrowers, endorsers, guarantors, sureties and other parties signing the Note or Security Instrument]

10 - 28 - 75  
Date

Dorothy Hawkins  
Dorothy A. Hawkins  
Borrower

11/25/75  
Date

Herbert D. Hawkins  
Herbert D. Hawkins  
Borrower

11-27-95  
Date

[Signature]  
Lender

Property of Cook County Clerk's Office

90221018

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF Illinois  
COUNTY OF Cook

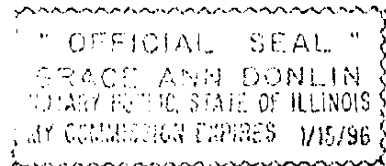
On October 30, 1995 before me, Grace Ann Donlin, a Notary Public in and for said County and State, personally appeared Dorothy Hawkins personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to this instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

Notary Signature

Grace Ann Donlin  
Grace Ann Donlin

Name (typed or printed)



STATE OF MARYLAND  
COUNTY OF FREDERICK

On Nov. 27, 1995 before me, KATHLEEN BAITY GRAMMER, a Notary Public in and for said County and State, personally appeared RICK SMITH personally known to be (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 to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

Notary Signature

Kathleen Baity Grammer

My Comm. exp 9-21-98

502-1318

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## SCHEDULE "A"

### LEGAL DESCRIPTION

UNIT NO. 5060, D-7 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PARCEL"): SUB BLOCK 1 (EXCEPT THE WEST 574 FEET THEREOF), THE EAST LINE OF SAID PREMISES BEING THE LINE AS ESTABLISHED BY DECREE OF JULY 18, 1907 IN CASE 280120 CIRCUIT COURT, IN GOUDY ESTATE SUBDIVISION OF BLOCK 5 IN ARGYLE, BEING A SUBDIVISION OF LOTS 1 AND 2 OF FUSSEY AND FENNIMORE'S SUBDIVISION OF THE SOUTHEAST FRACTIONAL ONE-QUARTER OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOT 1 OF COLEHOUR AND CANARROE'S SUBDIVISION OF LOT 3 OF SAID FUSSEY AND FENNIMORE'S SUBDIVISION, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NO. 41626, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 24264760; TOGETHER WITH AN UNDIVIDED .6851% INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AS SET FORTH IN SAID DECLARATION AND SURVEY).

14-08-407-022-1197

COOK County Clerk's Office

90211318

UNOFFICIAL COPY

Property of Cook County Clerk's Office