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Freddie Mac Loan No.: 559605129

Loan No.: 1012805469

This document was prepared by: **BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER, L.L.P.**
After recording please return to: **NATIONSBANC MORTGAGE CORPORATION AS SUCCESSOR
BY MERGER TO NATIONSBANC MORTGAGE CORPORATION OF NEW YORK
F/K/A KEYCORP MORTGAGE INC.
205 PARK CLUB LANE
BUFFALO, NEW YORK 14231**

848086
MAIL TO BOX 352

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.

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective **JUNE 1ST, 1997**, between **BRUCE L. KUBETZ AND CAROLINE KUBETZ, HIS WIFE**, ("Borrower") and **NATIONSBANC MORTGAGE CORPORATION AS SUCCESSOR BY MERGER TO NATIONSBANC MORTGAGE CORPORATION OF NEW YORK F/K/A KEYCORP MORTGAGE INC.** ("Lender"), and amends and supplements (1) the Note (the "Note") made by the Borrower, dated **FEBRUARY 7, 1994**, in the original principal sum of U.S. \$108,000.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on **FEBRUARY 14, 1994** as **DOCUMENT 94-142114** 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"), which is located at **5.04 WEST EDDY STREET, CHICAGO, ILLINOIS 60634**. That real property is described as follows:

LOT 15 IN J. WARREN VAN DERSLICE'S SECOND ADDISON STREET ADDITION IN THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, PLAT WHEREOF WAS RECORDED MAY 13, 1922 AS DOCUMENT 7500705 IN COOK COUNTY, ILLINOIS.

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and the Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

PIN # 13-20-402-034

1. The Borrower represents that the Borrower X is, is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but not been paid and 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 the Security Instrument, and that such interest, costs and expenses, in the total amount of **\$6,863.87**, have been added to the indebtedness under the terms of the Note and Security Instrument. As of **JUNE 1ST, 1997**, 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. **\$111,777.17**.
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **8.500%**, beginning **JUNE 1ST, 1997**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$859.47**, beginning on the **1ST** day of **JULY, 1997**, and continuing thereafter on the same day of each succeeding month. If on **JUNE 1ST, 2027** (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 **205 PARK CLUB LANE, BUFFALO, NEW YORK 14231** or at such other place as the Lender may require.

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FHLMC Loan No.: 559605129
Loan No.: 1012805469

4. If at any time the Borrower is in default, the Lender may, by providing a written notice to the Borrower, notify the Borrower that the Borrower is in default and that the interest which will be charged on the Unpaid Principal Balance may be increased to a yearly rate of 8.500% beginning on an effective date stated in the notice. That date will be at least 30 days after the date on which the notice is delivered or mailed to the Borrower. If the Borrower defaults, the Lender may, at its election, require the Borrower to pay immediately the Unpaid Principal Balance that remains unpaid at that time, all interest that has accrued but not been paid, and any other sums that are evidenced and secured by the Note and Security Instrument. If the Lender does not require that such payment be made immediately, the Borrower shall pay an increased monthly payment that will be based upon the interest rate stated in this Paragraph 4 instead of the interest rate stated in Paragraph 3. The Borrower acknowledges that the increased rate of interest will only be charged if the Borrower does not meet its obligations under the Note and Security Instrument, as modified by this Modification.
5. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the 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, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.
6. 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.
7. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification. [Check applicable box(es)]

1-4 Family Rider - Assignment of Rents

Modification due on transfer rider

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

8-26-97
Date

Bruce L. Kubetz (Seal)
BRUCE L. KUBETZ - Borrower

8-26-97
Date

Caroline Kubetz (Seal)
CAROLINE KUBETZ - Borrower

Date

(Seal)
- Borrower

Date

Cary J. Racz (Seal)
- Borrower

8/24/97
Date

Cary J. Racz
NATIONSBANC MORTGAGE CORPORATION - Lender
AS SUCCESSOR BY MERGER TO NATIONSBANC
MORTGAGE CORPORATION OF NEW YORK F/K/A
KEYCORP MORTGAGE INC.

By: CARY J. RACZ
ASSISTANT VICE PRESIDENT

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First American Equity Loan Services, Inc.

NAME: Bruce Kubetz

ORDER NO. 848086

LOT 15 IN J. WARREN VAN DERSLICE'S SECOND ADDISON STREET ADDITION IN THE SOUTH EAST QUARTER OF SECTION 20 , TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, PLAT WHEREOF WAS RECORDED MAY 13, 1922 AS DOCUMENT 7500705 IN COOK COUNTY, ILLINOIS.

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END OF REPORT

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No within report contains information obtained from those public records which by law impart constructive notice of matters relating to the land and which are required by law to be maintained in public offices in the county in which the land is situated. Easements, rights of way or similar non-possessory interests, however, are not reported. The information reported is limited to the period during which the current owner has held title, as reflected above, and is provided for the benefit of the request party only. This report is not intended to be, nor shall it be deemed to be, a legal opinion of title or any form of title insurance. Liability hereunder is limited to actual loss sustained but in no event more than \$50,000.00.

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(BORROWER'S ACKNOWLEDGMENT)

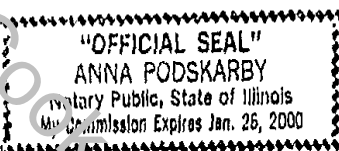
STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this, the 26th day of August, 97, before me personally appeared
BRUCE L. KUBETZ AND CAROLINE KUBETZ

known to me personally to be the person(s) described in and who executed the same before me as their free act and deed.

MY COMMISSION EXPIRES:

Jan. 26, 2000



Anna Podskarby
NOTARY PUBLIC, STATE OF ILLINOIS

ANNA PODSKARBY
PRINTED NAME OF NOTARY

(LENDER'S CORPORATE ACKNOWLEDGMENT)

STATE OF New York)
)
COUNTY OF Erie)

BEFORE ME, on this day personally appeared CARY J. ROZZ
of NATIONSBANC MORTGAGE CORPORATION **
its ASSISTANT VICE PRESIDENT known to me to be an officer of said corporation, being duly
authorized to commit this transaction, DEPOSES and SWEARS on this, the 29th day of August,
1997, that the foregoing instrument was executed for the purposes and consideration therein expressed.

MY COMMISSION EXPIRES:

July 15, 1999

Margaret Phillips
NOTARY PUBLIC, STATE OF New York

Margaret Phillips
Notary Public NY State
Qualified in Erie County
Reg. No. 01PH5014360
Expiration Date July 15, 1999

** AS SUCCESSOR BY MERGER TO NATIONSBANC MORTGAGE CORPORATION OF NEW YORK F/K/A
KEYCORP MORTGAGE INC.

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GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF THE NOTARY: Margaret Phillips

DATE COMMISSION EXPIRES: 7-15-97

COUNTY WHERE BOND IS FILED: ERIE

COMMISSION NO.: na

MANUFACTURER/VENDOR NO.: na

PLACE OF EXECUTION: SANTA ANA, CALIFORNIA DATE: 9-16-97

SIGNATURE: Brandy Beckstrom

Brandy Beckstrom

Property Records
Orange County Clerk's Office

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1012805469

MODIFICATION DUE ON TRANSFER RIDER

THIS MODIFICATION DUE ON TRANSFER RIDER, effective the 1ST day of JUNE, 1997, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by **BRUCE L. KUBETZ AND CAROLINE KUBETZ, HIS WIFE,**

(the "Borrower") and

NATIONSBANC MORTGAGE CORPORATION **

(the "Lender") covering the Property described in the Loan Modification Agreement located at:
5704 WEST EDDY STREET, CHICAGO, ILLINOIS 60634

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

NATIONSBANC MORTGAGE CORPORATION **

By: *[Signature]*
Date: 8/29/97

**** AS SUCCESSOR BY MERGER TO
NATIONSBANC MORTGAGE CORPORATION
OF NEW YORK F/K/A KEYCORP MORTGAGE
INC.**

[Signature] (Seal)
Date **BRUCE L. KUBETZ** -Borrower

[Signature] (Seal)
Date **CAROLINE KUBETZ** -Borrower

Date _____ -Borrower (Seal)

Date _____ -Borrower (Seal)

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