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Biernacka/Stachura - 3110030446

FNMA# 1661543465

Loan Modification Agreement

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 22nd day of August, 1997, between Mirosława Biernacka and Marian Stachura ("borrowers") and DMR Financial Services, Inc., amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated November 30, 1993, and recorded as Document #0333577, of the Cook County Recorder, of Cook County, Illinois, 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:

5918 Warwick W., Chicago, IL 60634

the real property described being set forth as follows:

Lot 4 in Anthony Ross' Resubdivision of Lot 25 in Koester and Zander's Addition to West Irving Park, A Subdivision of the South 1/2 of the Northeast 1/4 of Section 20, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. 213-20-216-037

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, 1997, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$111,733.93, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. 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 8.000% from August 1, 1997. The Borrower promises to make monthly payments of principal and interest of U.S. \$844.27, beginning on the 1st day of August, 1997, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on July 1, 2024, (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: DMR Financial Services, Inc., P.O. Box 5084, Southfield, MI 48086-5084 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 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 this Security Instrument without further notice or demand on the Borrower.

S-YES
P-NO
M-YES

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4. 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 releasing 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 documents 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.

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.

Rhonda L. Skok - Foreclosure Tech - Lender

Mirosława Biernacka - Borrower

Date

08.22.97

Marian Stachura - Borrower

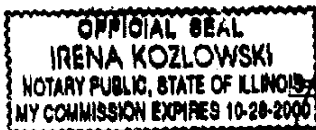
Date

08 22 97

State of Illinois
County of COOK

On this 22nd day of AUGUST, 1997, before me, the undersigned, a Notary Public in and for said County, personally appeared Mirosława Biernacka and Marian Stachura (Borrowers), and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.
My Commission Expires:



Irena Kozłowski
- Notary Public

Drafted by and after recording return to: DMR Financial Services, Inc., ATTN: Rhonda L. Skok-Foreclosure Technician,
P.O. BOX 2130, Farmington Hills, MI 48334

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