

After Recording Return To:  
GMAC Mortgage Corporation  
Attention: Loss Mitigations Department  
3451 Hammond Avenue  
Waterloo, IA 50702-5345

97753103 48 001 1997 10 09 10:11:30  
Cook County Recorder 43.00

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**LOAN MODIFICATION AGREEMENT**  
**(Providing for Fixed Interest Rate)**

GMAC LOAN 450251343  
FNMA LOAN 1663721263

This Loan Modification Agreement ("Agreement"), made this 15th day of September 1997, between Deborah R. Shaw ("Borrower") and GMAC Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated October 20, 1995, and recorded as Instrument No. 95727555, of the Official Records 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 8157 South Fairchild Avenue, Chicago, Illinois, 60652, the real property described being set forth as follows:

THE SOUTH 27.33 FEET OF LOT 13 IN BLOCK 9 IN HAZELWOOD AND WRIGHT'S SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPT RAILROAD LANDS), IN COOK COUNTY, ILLINOIS.

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. \$100,640.22\*, 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 8.125%, from August 1, 1997. The Borrower promises to make monthly payments of principal and interest of U.S. \$758.41 beginning on the 1st day of September 1997, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on November 1, 2025 (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 780, Waterloo, Iowa 50704-0780 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.

\*Capitalized Interest - \$6,362.59

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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 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.
  
- 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.

GMAC Mortgage Corporation (Seal)  
Lender

By Angela M. Hillman  
Angela M. Hillman  
Assistant Secretary

Witness

Deborah R. Shaw (Seal)  
Deborah R. Shaw  
Borrower

-----[Space Below This Line For Acknowledgements]-----

State of Illinois ss.  
County of Cook

On 9-20-97, before me Deborah R. Shaw, personally appeared Deborah R. Shaw, 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 the within 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

William C. Dowd



State of Iowa)  
County of Black Hawk) ss

On the 30<sup>th</sup> day of September, 1997, before me personally came Angela M. Hillman, Assistant Secretary of GMAC Mortgage Corporation, 3451 Hammond Avenue, Waterloo, Iowa 50702, to me known who, being by me duly sworn, did depose and say that the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that (s)he signed his/her name thereto by like order.

Darlene DeBoer  
Notary Public



BOX 178