



PLEASE RECORD & RETURN TO:

PREPARED BY: TAMMY HARRISON

TAMMY HARRISON  
FLEET MORTGAGE GROUP  
POST OFFICE BOX 100537, 324 W EVANS STREET  
FLORENCE SC 29501-0537  
ATTN: SPECIAL LOANS

DEPT-01 RECORDING \$23.50  
T8777 TRAN 1934 05/12/77 09147100  
\$785.00 DC # 97-331498  
COOK COUNTY RECORDER  
DEPT-10 PENALTY \$20.00

FFC/ 7659964  
SERIAL# FHB RI# 0007659964

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

This Loan Modification Agreement ("Agreement"), made this 5TH day of APRIL 1997 between DONALD R. DECERO AND ROBERTA J. DECERO ("Borrower") and FLEET MORTGAGE CORP. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated NOVEMBER 5, 1993 and recorded in Book or Liber DOCUMENT#93-94902 at page(s) 1 of the PUBLIC 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 6507 PINEWOOD LAKE, TITLEY PARK, IL 50477

the real property described being set forth as follows:

**TAX ID# 31-06-204-004**  
LOT 11 IN THE PINES OF TITLEY PARK, A PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, 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):

- As of JUNE 1, 1997 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$133,130.53, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- 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 8.875%, from JUNE 1, 1997. The Borrower promises to make monthly payments of principal and interest of U.S. \$1039.10 beginning on the FIRST day of JULY, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on DECEMBER 1, 2023 (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 324 W. EVANS STREET, FLORENCE, SC 29501 or at such other place as the Lender may require.

- 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.

- 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:
  - 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
  - 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.

97331498

Handwritten initials and date: 05/12/97

97331498



My Commission Expires March 13, 2008

My Commission Expires

TAMY M. HARRISON  
NOTARY PUBLIC

*Tamy M. Harrison*

therein expressed.

and she acknowledged that the foregoing instrument was executed for the purposes

as VICE PRESIDENT of FLEET HORTAGE CORP.

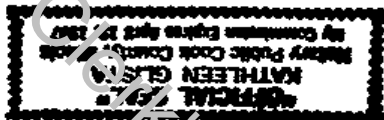
in and for said county and state, personally appeared JACQUILINE A. SADLER

On APRIL 8, 1997, before me, the undersigned, a Notary Public

COUNTY OF FLORENCE

STATE OF SOUTH CAROLINA

LENDERS NOTARIZATION



NOTARY PUBLIC  
My Commission Expires April 17, 1997

*Kathleen Glavin*

going instrument to be his/her/their free act and deed.

DONALD R. DECERO AND ROBERTA J. DECERO and acknowledged the fore-

in and for said county and state, personally appeared the above named (Mortgagor):

On April 5, 1997, before me, the undersigned, a Notary Public

COUNTY OF

STATE OF

MORTGAGORS NOTARIZATION

[Space Below This Line For Acknowledgments]

VICE PRESIDENT

JACQUILINE A. SADLER

ROBERTA J. DECERO

DONALD R. DECERO

FLEET HORTAGE CORP.

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.