

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") is made this February 10, 1998, by and between United Companies Lending Corporation, as servicer and on behalf of Bankers Trust Company of California, N. A., ("Lender") and Elgere Smith ("Borrower(s)") identified as Account #372-036-00201 amends and supplements (1) the Mortgage or other applicable security agreement (the "Security Instrument") dated February 12, 1996 and recorded on \_\_\_\_\_ as Document No 96129090, in Cook, County, Illinois Records, and (2) the Note bearing the same date as, and secured by the Security Instrument, for the principal sum of Twenty-six thousand, two hundred and 00/100 Dollars (\$26,200.00), with interest rate of 11.990% per annum daily (herein referred to as the "Rate"), which covers the following real and personal property, to wit:

SEE ATTACHED EXHIBIT "A"

The Security Instrument and Note are hereby modified by the following:

1. As of February 10, 1998, the Note amount payable under the Note and the Security Instrument is U.S. \$24,993.76 (the "Unpaid Principal Balance"). The current due date on the loan is December 01, 1998. The due date is hereby amended to new due date of March 01, 1998.

2. The Borrower(s) promise 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 amended yearly rate of 11.000% from a yearly rate of 11.990%. The monthly payments of \$314.28 (principal and interest) will be amended to reflect monthly payments of \$284.08 (principal and interest). Future monthly payments of \$284.08 (principal and interest) shall begin on the date as amended in item No. 1, and continue until the remaining principal balance plus interest, are paid in full. In addition, monthly escrow deposits, if any, as set forth in the Security Instrument shall be paid with the aforesaid principal and interest payment.

3. By virtue of the Agreement, the maturity date of this account is hereby extended to February 01, 2013. If on February 01, 2013 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security instruments, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

4. As consideration for Servicer entering into this Agreement, Borrower(s) hereby acknowledges and confirms that Borrower(s) does not have any claims, causes of action, or disputes as to the Account and Borrower(s) does hereby release, relinquish, surrender, cancel and forever discharge any, every and all claims, demands and causes of action that Borrower(s) may have or that Borrower(s) may claim to have against Servicer, its successors and assigns, based upon, connected with, institute, or arising out of the application for and the administration of the above referenced account.

5. Any controversy or claim (except foreclosure that is required to be handled by the courts) between or among the parties hereto including but not limited to those arising out of or relating to this agreement, the application or administration of the above-referenced account or any documents relating or pertaining to the account, shall be determined by binding arbitration in accordance with the Federal Arbitration Act (or if not applicable, the applicable state arbitration

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\$24.00

DEPT-10 FENALTY

COOK COUNTY RECORDER

1998 # 11 # 98-52578E

1900E FROM 6/27 08/19/98 18109100

DEPT-01 RECORDING 127.50

882400086

Property of Cook County Clerk's Office

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Illinois Modification Agreement

UCLC Account #372-036-00201/745

law.) Any party to this agreement may bring an action, including a summary of the expedited proceeding, to compel arbitration of any controversy or claim to that which this agreement applies in any court having jurisdiction over such action.

6. Borrowers shall pay all unpaid principal and interest as set forth above, on or before the maturity date thereof as hereby renewed and modified, and shall comply with the other terms of the Note and Mortgage, except as modified here.

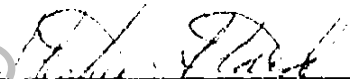
7. In the event the terms and provisions contained in the Note and Mortgage in any way conflict with the terms and provisions contained in this Agreement, the terms and provisions herein contained shall prevail, and as modified by this Agreement, the Note and Mortgage are hereby ratified and confirmed.

8. Nothing herein contained shall in any manner affect the priority or lien of the Mortgage securing the Note. Modification evidenced hereby shall be entered on the margin of the record of the Mortgage.

9. Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

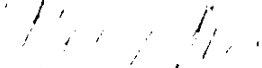
Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise modified in this Agreement, the Note and Security Instrument and its meaning will remain unchanged, and the Borrower will be bound by, and comply with, all the terms and provisions thereof.

UNITED COMPANIES LENDING CORPORATION

  
Stephen Staid, VICE PRESIDENT

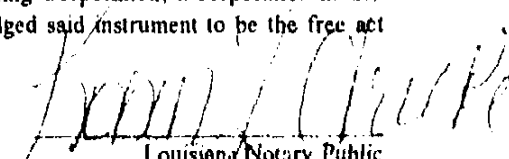
(Home Office Signature Required)

ATTEST:

  
Assistant Secretary

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

On this 15 day of MARCH, 1998, before me, a Notary Public in and for the said State and Parish, personally appeared Stephen Staid and THOMAS to me known, who being by me duly sworn, did say that they are the Vice President and Assistant Secretary of United Companies Lending Corporation, a corporation named in and which executed the within instrument with full authority and acknowledged said instrument to be the free act and deed of said corporation.

  
Louisiana Notary Public  
My Commission Expires At Death

Robin L. Fricke, Notary Public, duly  
commissioned and qualified in and for  
the parish of East Baton Rouge, State  
of Louisiana. My commission is for life

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Illinois Modification Agreement

UCLC Account #372 036 00201/745

STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_

Elgere Smith  
Elgere Smith, Borrower

Grant Smith  
Witness

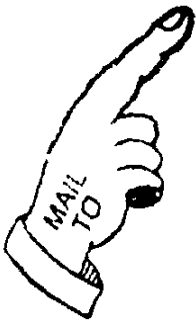
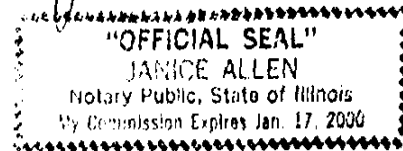
\_\_\_\_\_  
Witness

On this <sup>16<sup>TH</sup></sup> day of Feb, 1998, before me, a Notary Public in and for said county, personally appeared Elgere Smith known to me to be the persons described in and who executed the foregoing instrument and acknowledged the execution thereof to be their free act and deed.

My Commission Expires: 1-17-2000

This instrument prepared by and a recorded copy should be sent to:  
United Companies Lending Corp.  
Attn: Jeannine R. Parent  
P. O. Box 1591, Baton Rouge, LA 70821

Janice Allen  
Illinois Notary Public



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## EXHIBIT "A" LEGAL DESCRIPTION

LOT 12 IN BLOCK 1 IN HICKLINGDALE ADDITION TO CHICAGO,  
BEING A SUBDIVISION OF THE NORTH 10 ACRES OF THE SOUTH 34 ACRES  
OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 30 NORTH,  
RANGE 14, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS

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RECORDED IN DECEMBER 11 1974  
RECORDED IN DECEMBER 1974  
RECORDED IN DECEMBER 1974  
COOK COUNTY RECORDER