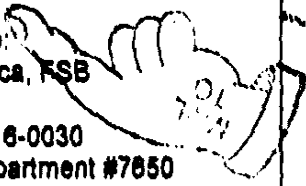


When Recorded Mail To:  
Home Savings of America, FSB  
P.O. Box 80030  
City of Industry CA 91716-0030  
Attn: Loan Workout Department #7650  
Gina Contreras  
Loan Number: 1452457



[Space Above This Line For Recording Data]

FREDDIE MAC LOAN #: 616372124

## LOAN MODIFICATION AGREEMENT

**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**

This Loan Modification Agreement ("Modification"), effective the 27nd day of May, 1998, between Toni Mills ("Borrower") and Home Savings of America, FSB ("Lender"), amends and supplements (1) the Note (the "Note") made by the Borrower, dated May 29, 1992 in the original principal sum of U.S. \$128,000.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on June 5, 1992 as Instrument Number 92-400182 of the Official Records of Cook County. 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"), located at 837 N. Forest Avenue, Oak Park, IL 60302, the real property being described as follows:

THE NORTH 31 FEET OF THE SOUTH 93 FEET OF LOT 11 IN BLOCK 5 IN WILLIAM C. REYNOLD'S SUBDIVISION OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 837 FOREST AVENUE, OAK PARK, IL 60302

PTN: 16-06-302-020

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 the 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.

1. The Borrower represents that the Borrower  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 Security Instrument, and that such interest, costs and expenses, in the total amount of \$8,753.13, have been added to the indebtedness under the terms of the Note and Security Instrument. As of May 22, 1998, 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. \$131,309.12.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

- 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 9.125%, beginning May 1, 1998. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,088.37, beginning on the 1st day of May, 1998, and continuing thereafter on the same day of each succeeding month. If on April 1, 2028 (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 P. O. Box 60026, City of Industry, CA 91716-0026 or at such other place as the Lender may require.
- 4. Except to the extent that they are modified by this Modification, the Borrower will comply with all other 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.
- 5. 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.

(To be signed by all borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument)

By: Toni Mills  
Toni Mills

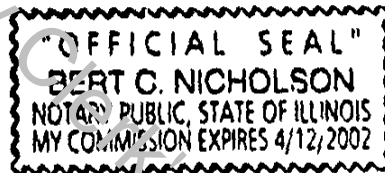
STATE OF ILLINOIS  
COUNTY OF Cook

On May 29, 1998 before me, Bert C. Nicholson, Notary Public,  
personally appeared Toni Mills

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 of the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Bert C. Nicholson



By: Elaine Malool  
Elaine Malool, Assistant Vice President

HOME SAVINGS OF AMERICA, FSB

STATE OF CALIFORNIA  
COUNTY OF Los Angeles

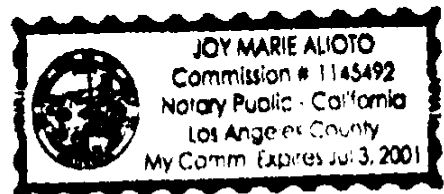
On July 3, 1998 before me, Joy Marie Alioto, Notary Public,  
personally appeared Joy Marie Alioto

Elaine Malool, Assistant Vice President, Home Savings of America, FSB

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 of the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Joy Marie Alioto



UNOFFICIAL COPY

Property of Cook County Clerk's Office

