

After Recording Return To: Bunny Lora  
 McCalla, Raymer, Padlock, Cobb, Nichols & Clark, L.L.C.  
 56 Perimeter Center East, N.E., 5th Floor  
 Atlanta, Georgia 30346

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VII

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

This Loan Modification Agreement ("Agreement"), effective the 1st day of September, 1998, between **Vincent S. Collura and Donna Marie Collura**, husband and wife (collectively "Borrower") and **Fleet Mortgage Corp., f/k/a Fleet Real Estate Funding Corp.** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated May 13, 1992 and recorded on May 15, 1992 with the Cook County Clerk's Office, Illinois as Instrument Number 92334823, as last transferred to Fleet Mortgage Corp., f/k/a Fleet Real Estate Funding Corp. by Assignment dated August 1, 1995 and recorded March 14, 1996 as Instrument Number 96196466, aforesaid records, 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 7400 West Lawrence Avenue #117, Harwood Heights, Illinois 60656, the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof.

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 September 1, 1998, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$122,049.46, 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 7.20% from September 1, 1998. The Borrower promises to pay monthly payments of principal and interest, the amount of \$828.46 beginning on the 1st day of October, 1998, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on September 1, 2028, (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, the Borrower shall pay these amounts in full on the Maturity Date.

The Borrower will make such payments to Fleet Mortgage Corp. at 2210 Enterprise Drive, Florence, South Carolina, 29501 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.

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.

THIS INSTRUMENT WAS PREPARED BY  
 B. FISHER  
 1201 LA SALLE ST. STE 2520  
 CHICAGO, ILLINOIS 60602

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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.

\_\_\_\_\_  
Witness

*Vincent S. Collura*  
\_\_\_\_\_  
Vincent S. Collura, Borrower

*Marion Jones*  
\_\_\_\_\_  
Witness

*Donna Marie Collura*  
\_\_\_\_\_  
Donna Marie Collura, Borrower

*Justin W. Hughes*  
\_\_\_\_\_  
Witness

FLEET MORTGAGE CORP., f/k/a  
Fleet Real Estate Funding Corp.

By: \_\_\_\_\_  
Title: MICHAEL A. DE FRANCESCO  
SENIOR VICE PRESIDENT  
(CORPORATE SEAL)

(Space Below This Line For Acknowledgments)

STATE OF ILLINOIS

COUNTY OF COOK

I, *Stephen A. Kosinski*, a Notary Public in and for said county and state do hereby certify that **Vincent S. Collura** and **Donna Marie Collura**, husband and wife, personally known to me to be the same person(s) whose name(s) signed and delivered the said instrument as his/hers/their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this the *24* day of *August*, 1998.

*Stephen A. Kosinski*  
Notary Public  
My Commission expires *02/03/2002*

(NOTARY STAMP/SEAL)

STATE OF SOUTH CAROLINA

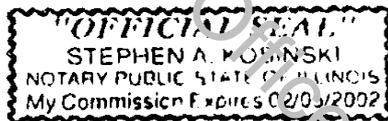
COUNTY OF FLORENCE

On **SEPTEMBER 1**, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared **MICHAEL A. DE FRANCESCO**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and by his signature on the instrument the persons or entity upon behalf of which this person acted, executed the instrument.

Witness my hand and official seal,

*Richard S. Johnson*  
Notary Public  
My Commission Expires: *March 30, 2004*

(NOTARY STAMP/SEAL)



# UNOFFICIAL COPY

EXHIBIT "A"

PARCEL 1:

UNIT NO. 117 IN THE COURTYARD OF <sup>9 2 3 3 4 1 2</sup> HARWOOD HEIGHTS CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE WEST 300 FEET OF THE EAST 333.03 FEET (MEASURED ALONG THE SOUTH LINE) OF THAT PART OF THE SOUTH 18.61 ACRES OF THE EAST 31.86 ACRES OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES NORTH OF THE SOUTH 50 FEET THEREOF (MEASURED AT RIGHT ANGLES TO THE SOUTH LINE) AND SOUTH OF THE CENTER LINE, EXTENDED EAST OF THE ALLEY IN BLOCK 10, IN OLIVER SALINGER AND CO'S LAWRENCE AVENUE MANOR, BEING A SUBDIVISION OF LOT 3, IN CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 92002357, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF LIMITED COMMON ELEMENTS AS STORAGE SPACE S117 AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 92002357.

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENT FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

28989886

DECLARATION PREPARED BY  
120 N. LA SALLE ST. #520  
CHICAGO, ILL. 60602

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