

UNOFFICIAL COPY



MAIL TO BOX 352

98901881

When Recorded Mail To:
HomeSide Lending, Inc.
7301 Baymeadows Way
Jacksonville, FL 32256
Attn: Special Loans Department
FNMA 1657173029
HSL 1-0447585-0

2181/0136 27 001 Page 1 of 2
1998-10-07 14:21:57
Cook County Recorder 23.00

50000-MFB (Space Above This Line For Recording Data)
1219472
LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 1st day of OCTOBER, 1998 between BETTY D. BAKUS, AN UNMARRIED PERSON AND ROBERT D. BAKUS, UNMARRIED PERSON ("Borrower") and HOMESIDE LENDING, INC., formerly known as BancBoston Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the Security Instrument"), dated SEPTEMBER 10, 1991, securing the original principal sum of U.S. \$ 78,000.00 and recorded as DOCUMENT NO. 91496481, of the Land 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 2026 OLD HICKS ROAD, PALATINE, ILLINOIS 60074 the real property described being set forth as follows:

2

UNIT C, LOT 8, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN NICHOLS GROVE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 27092344 AND AS AMENDED FROM TIME TO TIME IN MARCINI'S RESUBDIVISION IN SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.
PERMANENT INDEX NUMBER 02-02-205-015-1023

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 OCTOBER 1, 1998, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 73,012.77, 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 7.375%, from OCTOBER 1, 1998. The Borrower promises to make monthly payments of principal and interest of U.S. \$550.13 and beginning on the 1st day of NOVEMBER, 1998 continuing thereafter on the same day of each succeeding month until principal and interest are paid in full on OCTOBER 1, 2001.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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.

Betty D. Bakus (Seal)
BETTY D. BAKUS -- Borrower
SS# 523323415

Robert Bakus (Seal)
ROBERT BAKUS -- Borrower
SS# 348-52-8759

Property of Cook County Office

_____[Space Below This Line For Acknowledgments]_____

STATE OF: IL
COUNTY OF: Cook

On 9-5-98 before me a Notary Public in and for said State, the undersigned personally appeared Betty D. Bakus and Robert Bakus or personally known to me (or provided 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

Signature: *Colleen M. Blake*
Name: Colleen M. Blake
(Type or Print)



HomeSide Lending, Inc. (Formerly Known As



UNOFFICIAL COPY

Property of Cook County Clerk's Office