

MAIL TO BOX 3527

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98960294

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INS. CO.

205270059 96 DD1 Page 1 of 4
1998-10-26 14:49:24
Cook County Recorder 27-50

WHEN RECORDED MAIL TO:



FIRST NATIONWIDE MORTGAGE
5250 CORPORATE DR.
FREDERICK, MD 21703

ATTN: REBECCA GUTIERREZ

LOAN NO: 577-5989884

TITLE NO: 46169-m

EIS# 1180003

THIS SPACE FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

4

Property of Cook County Clerk's Office



LENDERS ADVANTAGE

THIS PAGE ADDED TO PROVIDE
INFORMATION
(ADDITIONAL RECORDING FEE)

ADEQUATE SPACE FOR RECORDING

APPLIC(S)

MAIL TO BOX 332

When Recorded Return To:
First Nationwide Mortgage Corporation
Attn: Loss Mitigation Department #0010
5280 Corporate Drive
Frederick, MD 21701

ELSA 1180003
Loan # 577-5989884

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate/Capitalization)

1180003

This Loan Modification Agreement ("Agreement"), made **September 8, 1998**, between **Priscilla Harris** ("Borrower") and **FIRST NATIONWIDE MORTGAGE CORPORATION** ("Lender") amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") dated **August 30, 1996** and recorded on **March 4, 1997** as Document Number **97-146858** in the Official 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 **12538 S. Princeton, Chicago, IL 60628-7225**, the real property described being set forth as follows.

Lot forth-eight (48) in Frank R. Ives' resubdivision of lot fourteen (14) (except the north 296 feet thereof) and the west half (1/2) of lot thirteen (13) (except the north 296 feet thereof) in Andrews subdivision of the ~~WEST~~ **EAST** half (1/2) of the southwest quarter (1/4) and the southeast fractional quarter (1/4) of section 28, north of indian boundary line, township 37 north, range 14 east of the third principal meridian, in Cook County, Illinois, according to plat thereof registered in the office of the registrar of titles of Cook county, Illinois. on November 16, 1954, as

document number 15598485

Decertified by Document

PIN# 25-28-412-028

No. 92-327523

5/12/98

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 8, 1998**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. **\$81,588.32**, **eight (8)** months of unpaid interest totaling U.S. **\$4,895.28**, and **\$1,708.65** unpaid installment of ground rents, hazard insurance premiums, taxes, assessments, and/or mortgage insurance premiums and will be capitalized at **7.25%** and the loan reamortized over **360 months (30 years)**. When payments resume on **October 2, 1998**, the New Unpaid Principal Balance will be **\$88,192.25**.

2. The Borrower promises to pay the New Unpaid Principal Balance, plus Interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **7.25%** effective **September 1, 1998** (the "Interest Change Date"). The Borrower promises to make monthly payments of principal and interest of U.S. **\$601.63** (which does not include any amounts required for Insurance and/or Taxes) beginning on **October 1, 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

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Security Instrument, as amended by this agreement, the Borrower will pay those amounts in full on the Maturity Date. All other terms stated in the Note remain the same.

The Borrower will make such payments at Post Office Box 9481, Gaithersburg, MD 20898-9481, 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 the 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 the 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 the 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, or is part of, the Note and Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

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.

6. It is mutually agreed that said security instrument shall continue a first lien upon the premise and that neither the obligation evidencing the aforesaid indebtedness nor the security instrument the same shall in any way be prejudiced by this agreement, but said obligation and security instrument and all the covenants and agreements thereof and the rights of the parties thereunder shall remain in full force and effect except as herein expressly modified.

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IN WITNESS WHEREOF, the parties have signed, sealed and delivered this agreement on the date above written.

9-22-98
Date

Priscilla Harris
Borrower

Date
September 30, 1998
Date

Borrower
Malinda C. Marsh
Lender-Malinda C. Marsh, Assistant Vice
President
First Nationwide Mortgage Corp.

STATE OF ILLINOIS

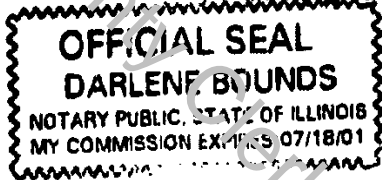
COUNTY OF COOK

On 22 Sept 98 before me, Darlene Bounds, a Notary Public in and for said County and State, personally appeared Priscilla Harris, known to be (or proved to be on the basis of satisfactory evidence) the person(s) whose name(s) is/are subscribed to this 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.

Darlene Bounds
Notary Signature

Darlene Bounds
Notary Name (typed or printed)



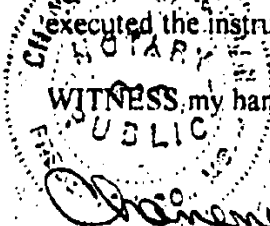
STATE OF MARYLAND
COUNTY OF FREDERICK

On September 30, 1998 before me, Chanene L. Stockman, a Notary Public in and for said County and State, personally appeared Malinda C. Marsh, known to be (or proved to be on the basis of satisfactory evidence) the person(s) whose name(s) is/are subscribed to this 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.

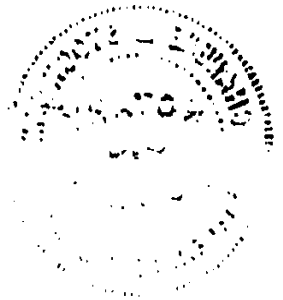
Chanene L. Stockman
Notary Signature

Chanene L. Stockman
Notary Name (printed or typed)



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