

MAL JO. > BOX 352

THIS DOCUMENT WAS PREPARED BY:
BARRETT BURKE WILSON CASTLE DAFFIN & FRAPPIER, L.L.P.
AFTER RECORDING PLEASE RETURN TO:
FLEET MORTGAGE CORP.
324 WEST EVANS STREET
FLORENCE, SOUTH CAROLINA 29501

Freddie Mac Loan #: 760720797
Loan #: 10450213

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.

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective **FEBRUARY 1ST, 1998**, between **THOMAS C. DUDA AND DEBRA J. DUDA, (HUSBAND AND WIFE)**

("Borrower") and **FLEET MORTGAGE CORP.** ("Lender"), and amends and supplements (1) the Note (the "Note") made by the Borrower, dated **1/25/1994**, in the original principal sum of U.S. \$ **111,850.00**, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on **2/1/1994** as **DOCUMENT NO. 94-103089**

Records of **COOK** County, **ILLINOIS** [County and state, or other jurisdiction]. 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"), which is located at **2611 MAPLE, FRANKLIN PARK, ILLINOIS 60131**

That real property is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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 this 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 X is, _____ is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but has 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 the Security Instrument, and that such interest, costs and expenses, in the total amount of **7,193.09**, have been added to the indebtedness under the terms of the Note and Security Instrument. As of **FEBRUARY 1ST, 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. \$ **114,997.34**.
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 **7.375 %**, beginning **FEBRUARY 1ST, 1998**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **794.26**, beginning on the **1ST** day of **MARCH**, **1998**, and continuing thereafter on the same day of each succeeding month. If on

Initials: TCD DD

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FEBRUARY 1ST, 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 **324 WEST EVANS STREET, FLORENCE, SOUTH CAROLINA 29501** or at such other place as the Lender may require.

4. If at any time the Borrower is in default, the Lender may, by providing a written notice to the Borrower, notify the Borrower that the Borrower is in default and that the interest which will be charged on the Unpaid Principal Balance may be increased to a yearly rate of **7.375%** beginning on an effective date stated in the notice. That date will be at least 30 days after the date on which the notice is delivered or mailed to the Borrower. If the Borrower defaults, the Lender may, at its election, require the Borrower to pay immediately the Unpaid Principal Balance that remains unpaid at that time, all interest that has accrued but not been paid, and any other sums that are evidenced and secured by the Note and Security Instrument. If the Lender does not require that such payment be made immediately, the Borrower shall pay an increased monthly payment that will be based upon the interest rate stated in this Paragraph 4 instead of the interest rate stated in Paragraph 3. The Borrower acknowledges that the increased rate of interest will only be charged if the Borrower does not meet its obligations under the Note and Security Instrument, as modified by this Modification.
5. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the 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.
6. 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.
7. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification. [Check applicable box(es)]

- 1-4 Family Rider-Assignment of Rents
 Modification Due on Transfer Rider

[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

Date 1/29/98

Thomas C. Duda (Seal)
THOMAS C. DUDA -Borrower

Date 1-29-98

Debra J. Duda (Seal)
DEBRA J. DUDA -Borrower

Date _____

(Seal)
-Borrower

Date _____

(Seal)
-Borrower

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Freddie Mac Loan #: 760720797
Loan #: 10450213

FLEET MORTGAGE CORP.

~~1-29-98~~
Date 2-4-98 (ST)

Lender

By: [Signature]
Wes Mee Vice President

(BORROWER'S ACKNOWLEDGMENT)

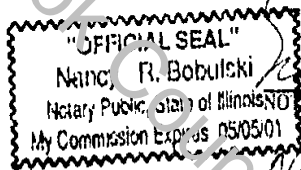
STATE OF ILLINOIS)
COUNTY OF COOK)

On this, the 29th day of January, 1998, before me personally appeared
THOMAS C. DUDA AND DERRA J. DUDA

known to me personally to be the person(s) described in and who executed the same before me as their free act and deed.

MY COMMISSION EXPIRES:

May 5, 2001



Nancy R. Bobulski
NOTARY PUBLIC, STATE OF ILLINOIS
Nancy R. Bobulski
PRINTED NAME OF NOTARY

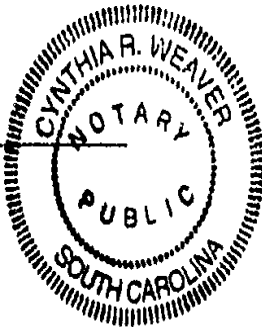
(LENDER'S CORPORATE ACKNOWLEDGMENT)

STATE OF South Carolina)
COUNTY OF Florence)

BEFORE ME, on this day personally appeared Wes Mee
of FLEET MORTGAGE CORP.
its Vice President known to me to be an officer of said
corporation, being duly authorized to commit this transaction, DEPOSES and SWEARS on this, the
4 day of FEB., 1998, that the foregoing instrument was executed for the purposes
and consideration therein expressed.

MY COMMISSION EXPIRES:

11/18/03



Cynthia R. Weaver
NOTARY PUBLIC, STATE OF SC
Cynthia R. Weaver
PRINTED NAME OF NOTARY

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Exhibit "A"

SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, TO WIT:

LOT 32 IN BLOCK 13 IN WALTER G. MC INTOSH AND COMPANY'S RIVER PARK ADDITION BEING A SUBDIVISION OF PART OF SECTION 27 AND SECTION 34, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN REFERENCE BEING HAD TO PLAT RECORDED JUNE 15, 1925 AS DOCUMENT NO. 8944974, IN COOK COUNTY, ILLINOIS

PIN # 12-27-402-024

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MODIFICATION DUE ON TRANSFER RIDER

THIS MODIFICATION DUE ON TRANSFER RIDER, effective the **1ST** day of **FEBRUARY**, **1998**, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by **THOMAS C. DUDA AND DEBRA J. DUDA, (HUSBAND AND WIFE)**

the "Borrower") and

FLEET MORTGAGE CORP.

(the "Lender") covering the Property described in the Loan Modification Agreement located at:
2611 MAPLE, FRANKLIN PARK, ILLINOIS 60131

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

FLEET MORTGAGE CORP.

Thomas C. Duda 1-29-98 (Seal)
Date **THOMAS C. DUDA** -Borrower

By: Wes Mee Vice President
Date: 1-29-98

Debra J. Duda 1-29-98 (Seal)
Date **DEBRA J. DUDA** -Borrower

2-4-98 (OT)

Date _____ -Borrower (Seal)

Date _____ -Borrower (Seal)

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