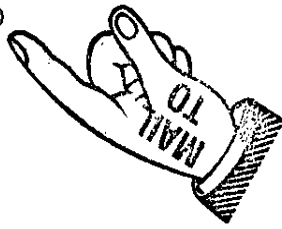


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6188/0009 67 001 Page 1 of 4
1999-07-07 14:47:04
Cook County Recorder 27.50

Please Return To:
Construction Lending Dep't
First Union Mortgage Corporation
One Jefferson Square, P.O. Box 10300
Waterbury, CT 06726-0300



65471 _____ (Space Above this Line for Recording Data)

**LOAN MODIFICATION AGREEMENT
TO EXTEND CONSTRUCTION PERIOD**

This Loan Modification Agreement is made as of **May 31, 1999** by the undersigned
DWAYNE M. SZYMANSKI and **DEBORAH SZYMANSKI**

4/10

hereinafter referred to as "Borrower", whether one or more, in regard to that certain Mortgage Deed, Deed of Trust or Security Instrument (hereinafter "Security Instrument") made by the Borrower in favor of **FIRST UNION MORTGAGE CORPORATION**, with a principal place of business at 1100 Corporate Center Drive, Raleigh, North Carolina 27607-5066, ("Lender") which is dated **February 10, 1999** and which secures the debt of the Borrower, as set forth in a Fixed Rate Promissory Note of even date therewith (hereinafter "Note"), in the original principal amount of \$ **227,000.00** against the property of the Borrower located at

9325 S. 79th Avenue, Hickory Hills, Illinois 60457

and which provides for the construction of improvements upon the said property, as more fully described in said Security Instrument, and which Security Instrument is recorded at

Volume _____ Page _____
of the **As Document No. 99187241 Rec. on Feb 25, 1999**
Records.

WHEREAS, the Borrower wishes to extend the time for the Borrower to complete the erection or repair of buildings or improvements that is set forth in the loan documents, including particularly the Construction Rider To Fixed Rate Note and Mortgage, that was originally executed by the Borrower and attached as a Rider to the Note, and that was recorded with such Security Instrument (both copies of which are hereinafter referred to as "Construction Rider"; and

WHEREAS, the Borrower wishes to extend the period for construction without the establishment of a Construction Delay Reserve Account at this time, but prefers instead to modify the executed and recorded documents to extend the Construction Completion Date, without limiting or altering the right of the Lender to establish the Construction Delay Reserve Account at a future time, if the Lender shall deem it necessary;

NOW THEREFORE, in consideration of One (\$1.00) Dollar and other valuable consideration and of the terms hereof, the parties hereto do hereby modify and amend the aforesaid Construction Rider only as follows:

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LEGAL DESCRIPTION

EXHIBIT "A"

99649827

File No.: 65471

Lot 3 in Glenmoor Commons Unit No. 1, being a subdivision of the West ½ of the West 307 feet (except that part conveyed to the Department of Public Works and Buildings of the State of Illinois by document 12403878 and except that part previously dedicated for public highway purposes and except that part dedicated for 79th Avenue and 94th Street per document recorded May 17, 1994 as document no. 94440052) of the North ½ of the East ½ of the Southwest ¼ of the Southwest 1/4 of Section 1, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

23-01-318-020
Property of Cook County Clerk's Office

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1. The terms of the loan documents and said Construction Rider are hereby altered and amended to change the date described as the "Construction Completion Date" from **May 31, 1999** (wherever it appears as originally provided therein) to **June 30, 1999**.

2. In accordance with the terms of paragraph 5 of the Construction Rider, as amended hereby, the Borrower shall continue to make monthly payments of interest only, at the interest rate required under the terms of the Note, in an amount based upon the outstanding principal balance all as therein provided until **July 1, 1999**. On **August 1, 1999**, the Borrower shall commence the payment of principal and interest, in the amount of **\$1,591.99**.

3. Nothing contained herein shall limit or amend any of the the rights of the Lender in any way, including without limitation, the right to establish a Construction Delay Reserve Account at a future time, if the Lender shall deem it necessary.

4. Except as modified hereby, the aforesaid Note, Security Instrument and Construction Rider remain unchanged and in full force and effect, and the modifications and amendments made herein shall not serve to extend or alter the final maturity date described therein.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Modification Agreement and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Matthew Martz _____ (Seal)
 DWAYNE M. SZYMANSKI Borrower
Matthew Martz _____ (Seal)
 DEBORAH SZYMANSKI Borrower
 _____ (Seal) _____ (Seal)
 Borrower Borrower

_____(Space Below This Line For Acknowledgement)_____

STATE OF ILLINOIS, Kankakee County ss:

I, the undersigned a Notary Public in and for said county and state do hereby certify that

DWAYNE M. SZYMANSKI and **DEBORAH SZYMANSKI**

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of June 1999

My Commission Expires: _____
Martha Martz
 Notary Public

This instrument was prepared by:



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99649827

IN WITNESS WHEREOF, Lender has executed this Agreement under seal as of the date above written:

ATTEST:

FIRST UNION MORTGAGE CORPORATION

Joann Basile
Witness

BY: Linda Depedro (SBAL)
LINDA DEPEDRO, Its duly authorized Assistant Vice President

Joanne Mankie
Witness

STATE OF CONNECTICUT, COUNTY OF NEW HAVEN ss. Waterbury

On the 4th day of June, 1999, before me personally came

LINDA DEPEDRO

to me known, who, being by me duly sworn did depose and say that her address is One Jefferson Square, JS-3, P.O. Box 10300, Waterbury, CT 06726-0300 Waterbury, CT 06706 and that she is the duly authorized Assistant Vice President of First Union Mortgage Corporation, the corporation described in and which executed the above instrument; and that she signed her name thereto by order of the Board of Directors of the corporation.

Mafia L. Matos
Notary Public

MAFIA L. MATOS
NOTARY PUBLIC
MY COMMISSION EXP RES OCT. 31, 1999