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Cook County Recorder 29.50



RECORDING REQUESTED AND PREPARED BY:

MOSS, CODILIS ET AL

WHEN RECORDED MAIL TO:

Moss, Codilis et al

9200 East Mineral Ave. Suite 329

Englewood, CO 80112

Attention: Sue Roche - Loss Mitigation

Loan No. 1105079964

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 7<sup>th</sup> day of June 1999, between Barbara C. Harden and Alberta Harden, "Borrower(s)", and NationsBanc Mortgage Corporation as successor in interest by merger with Boatman's National Mortgage, Incorporated ("Lender") current holder of the Note and Security Instrument hereinafter described, amends and supplements (1) the Note dated December 21, 1985, made in the amount of \$59,944.00, and (2) the Security Instrument dated December 21, 1985, and recorded December 24, 1985, as Instrument Number 3485908 in the official records of Cook County which covers the real property described in said Security Instrument, located at: 8112 S. Oglesby Avenue, Chicago, IL 60617 ("Property"), and more particularly described as:

See Attached Exhibit A

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 April 29, 1999, the amount payable under the Note and the Security Instrument is \$65,294.80 ("Unpaid Principal Balance"), consisting of amounts loaned to Borrower(s) plus any amounts capitalized to date.

2. The Borrower(s) promise to pay the Unpaid Principal Balance, plus the interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual rate of 8.00% from June 1, 1999, and Borrower(s) promise to pay monthly payments of principal and interest in the amount of \$593.48 beginning July 1, 1999, and on the same day of each month thereafter until the entire amount due and payable under the terms of the Note, Security Instrument and this Agreement are paid in full. If on January 1, 2016, ("Maturity Date"),



# UNOFFICIAL COPY

Loan No. 1105079964

Page 2

99804694

Borrower(s) still owe amounts under the Note, Security Instrument or this Agreement, the Borrower(s) shall pay these amounts in full on the Maturity Date.

Borrower(s) shall make the monthly payments described herein at NationsBanc Mortgage Corporation, 205 Park Club Lane, Buffalo, NY 14231 or at such other place that Lender may designate.

3. If all or any part of the Property or any interest therein is sold or transferred without Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums due under the Note, Security Instrument and this Agreement.

If Lender exercises this option, the Lender shall give the Borrower(s) notice of acceleration. The notice shall provide a period of not less than thirty days from the date the notice is delivered or mailed within which the Borrower(s) must pay all sums due under the Note, Security Instrument and this Agreement. If Borrower(s) fail to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Note, Security Instrument and /or this Agreement without further notice or demand on the Borrower(s).

4. Borrower(s) will also comply with all other covenants, agreements, terms, conditions, and requirements of the Note and Security Instrument, including, without limitation, the Borrower's agreement to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower(s) are obligated to pay under the terms of the Note and Security Instrument, however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph one above.

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for 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 wholly or partially incorporated into, or is a part of, the Note or Security Instrument and that contains any such terms or provision 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/or Security Instrument. Except as expressly 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 of the instruments, as amended by this Agreement.

Loan No. 1105079964  
Page 3

BORROWER(S):

Date: 6-7-99

Barbara C. Harden  
Barbara C. Harden

Alberta Harden  
Alberta Harden

Pamela L. Rondeau  
Witness Signature  
PAMELA L. RONDEAU  
Print Name

Edgar A. Blumenfeld  
Witness Signature  
EDGAR A. BLUMENFELD  
Print Name

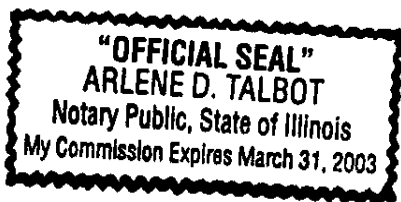
STATE OF ILLINOIS

COUNTY OF COOK

On JUNE 7, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Barbara C. Harden and Alberta Harden personally known to me - OR - proved 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.

Arlene D. Talbot  
Signature of Notary

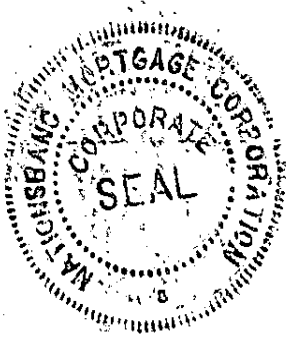


Loan No. 1105079964  
Page 4

LENDER:

Date: 6/15/99

NationsBanc Mortgage Corporation as successor in interest by merger with Boatman's National Mortgage, Incorporated



Property of Cook County Clerk's Office

BY: [Signature]  
(Print Name and Title) CARY J. RACZ  
VICE PRESIDENT

[Signature]  
Witness Signature  
Rodney J. Pratt  
Print Name

[Signature]  
Witness Signature  
TANIA L. BRITZKY  
Print Name

STATE OF New York  
COUNTY OF Erie

On June 15, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared CARY J RACZ, VICE PRES

I personally known to me - OR -     proved 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]  
Signature of Notary

SHELLEY A. ANDREES  
Notary Public, State of New York  
No. 5010058  
Qualified in Erie County  
My Commission Expires 3/22/01

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99804694

## EXHIBIT A

The following described Real Estate situated in the County of Cook, in the State of Illinois, to wit:

The South 1/2 of Lot 105 and Lot 106 (except the South 1 foot thereof) in Co-operative subdivision of the E the Southeast 1/4 of the Northeast 1/4 of Section 36, Township-33 North, Range 14, East of the Third Princi Meridian in Cook County, Illinois.

TAX ID # 20-36-222-022

Property of Cook County Clerk's Office