Prepared by: Liberty Lending

LSI #000864777

P.O. Box 1000

Record and Return to:

Liberty Lending Services, Inc.

Wilmington, OH 45177-1000

-09-28

40:32 43.50

Cook County Recorder

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LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 28 July, 1999, between Maria M. Slaughter ("Borrower(s)") and Liberty Savings Bank F.S.B. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated November 4, 1997, recorded as instruments number 97849666, of the Public Records of Cook County, IL and (2) the Note bearing the same date as, and 6724-207-044 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 1302 S. Morengo, Forest Park, IL 60130, the real

property described being set forth as follows:
The south 20 feet of lot 47 anf north 1/2 of lot 46 in block 7 in Bradish and Minzer's addition to riverside in section 24, township 39 north, range 12, east of third principal mecidian, in Cook County, Illinois.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding any hir) g to the contrary contained in the Note or Security Instrument):

- 1. As of July 28, 1529 the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$120,940..10 (after 0 payments are made) consisting of the amount(s) loaned to the Borrower by the Lender and interest escrows and expenses were 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 Unpril Principal Balance at the yearly rate of 10.90% from August 1, 1999. The Borrower promises to make n onthly payment of principal and interest of U.S. \$1142.62 beginning on August 10, 1999, and continuing ther at er on the same day of each succeeding month until principal and interest are paid in full. If on Septembe: 10, 2029 (the "Maturity Date"), the Borrower still owed amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date. At mat irity vou must repay the entire principal balance of the loan and unpaid interest then due. The Lender is under no obligation to refinance the loan at that time. You will, therefore, be required to make payment out of other assets you may own, or you will have to find a -lender willing-to lend you-the-money-at prevailing market rates which may be considerably higher that the interest rate on this loan.

The Borrower will make such payments at P.O. Box 5312, Circunati, OH 45201-5312 or at such other place as the Lender may require.

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 persor, without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this 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 maned within which the Borrower must pay all sums secured by this 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 this So writy Instrument without further notice or demand on the Borrower.

- 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, wholly or partially incorporated into, or is part of, the Note or 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.

Borrower

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Coop Colling Clarks Office

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LLSI #000864777 STATE OF Illinois

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COUNTY OF Cook JOPCI day of 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Maria M. Staughter and, known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed it. WITNESS my hand and official seal. OFFICIAL SEAL My Commission expires: ISABEL M ARAIZA NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 11/18/00 Liberty Lending Services, In Vice President STATE OF OHIO COUNTY OF CLINTON _, 1999, before me personally appeared J.B. Stamper, Vice President, of On this 20 day of 1999, before me personally appeared J.B. Stamper, Vice President, of Liberty Lending Services, Inc., Corporation of the State of Ohio. The seal affixed to the foregoing instrument is On this <u>30</u> day of the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Director, and said he acknowledged said instrument to be the free act and deed of said corporation. IN TESTIMONY WHEREOF, I have so (1) hand and affixed my official seal in the County and State aforesaid, de pear first above written. DOUGLAS M. LITTLE Notary Public, State of Ohio My Commission Expires Feb. 4, 2003 Recorded in Clinton County Notary Public, State of OHIO My (or mission expires: Clart's Office

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