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Cook County Recorder

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AFTER RECORDING RETURN TO:

First Bankers Mortgage Corp.

P. O. Box 21717

Waco, TX 76702-1717

ATTN: Tina Glasgow

mp.



Prepared by: Tina Glasgow

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LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate) Loan #16323513

This Loan Modification Agreement ("Agreement"), made this 2ND day of December 1998, between Michael W. Verbowecky and Theresa A. Werbowecky, husband and wife ("Borrower") and

First Bankers Mortgage Corp at 7503 Bosque Blvd., Waco, TX 76712

("Lender"), amends and

supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated December 30, 1993 and recorded in Document No. 94-035867 in the County Records of Cook County, Illinois on January 12, 1994 in the principal sum of \$96,000.00 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 as the "Property," located at 3244 North Nordica Avenue, Chicago, Illinois 50624

the real property described being set forth as follows:

LOT 5 IN BLOCK 9 IN H.O. STONE AND COMPANY'S BELMONT AVENUE TEXRACE SUBDIVISION OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PTN: 13-19-328-020

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

- 1. As of 12/01/98 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance) is U.S. \$90,254.81 , consisting of the amount(s) loaned to the Borrower by the Lender and any interest 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 Unpaid Principal Balance at the yearly rate of 7.250% from 12/01/98. The Borrower promises to make monthly payments of principal and interest of U.S. \$650.84 beginning on the 1st day of January, 1999 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on February 1, 2024 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended

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by this Agreement, the Borrower will pay this amount in full on the Maturity Date. The Borrower will make such payments at FIRST BANKERS MORTGAGE CORP., P. O. Box 2597, Waco, Texas 76702-2597 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 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 delivered or mailed 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 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, 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 conscrued 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.

	Whilf W. Well	
FIRST BANKERS MORTGAGE CORP.	Michael W. Werbowecky	Borrower
BY: My ones	V Them & Wahawily	
Pam Jones Senior Vice President	Theresa A. Werbowecky	Borrower
		Borrower
		Borrower

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STATE OF ILLINOIS COUNTY OF COOK This instrument was acknowledged before me on the
This instrument was acknowledged before me on the
I his instrument was acknowledged before the on the, and,
I his instrument was acknowledged before the on the, and,
by MICHAEL W. WERBOWECKY AND THERESA A. WERBOWECKY.
My commission expires:
Notary Public, State of Illinois
"OFFICIAL SEAL" Notary's Printed Name
₹ MANNE FLEISHER ₹
NOTATY PUBLIC, STATE OF ILLINOIS SAME OF
www.numinm
STATE OF TEXAS
COUNTY OF MCLENNAN
This is a sum and was salmousled and before me on the 12th day of No careful.
This instrument was acknowledged before me on the 12th day of December, 1998 by Pam Jones, Senior Vice President of First Bankers Mortgage Corp., a Texas Corporation, on
by Pam Jones, Senior Vice President of First Bankers Wortgage Corp., a Texas Corporation, on behalf of said Corporation. She resides at 7503 Bosque Blvd., Waco, TX 76712.
benair of said Corporation. She leside 7505 Bosque Biva., Wato, 111 75712.
My commission expires: 10-21-02
Notary Public, State of Texas
DEE DEE SCHRIMSHER Dee Dee Schrimsher
Notary's Printed Name
My Commission Expires 10·21·2002
~~~,
2,0
Expires 10-21-2002

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