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Loan No. 0000694000

**LOAN MODIFICATION AGREEMENT**

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 7th day of October, 1998 between Catherine L. De Vita

("Borrower") and

First Chicago NBD Mortgage Company ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated 11-17-98 and recorded in Book or Liber Document 93 953731, at page(s) of the,

[Name of Records] [County and State, or other Jurisdiction]

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 and defined therein as the "Property," located at: 6316 W. Addison St., Chicago, IL 60634

[Property Address]

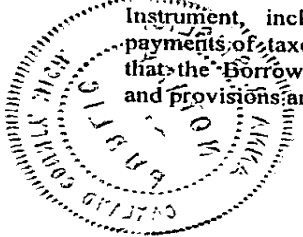
the real property described being set forth as follows:

LOT 7 IN OLIVER L. WATSON'S RESUBDIVISION OF LOTS 31 TO 46 BOTH INCLUSIVE OF BLOCK 12 IN LINSOTT'S RIDGELAND AVENUE SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-20-125-033

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):

- As of October 1, 1998, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 80,341.26, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- The Borrower promises to pay the Unpaid Principal Balance, plus interest to the order of the under. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.20 %, from October 1, 1998. The Borrower promises to make monthly payments of principal and interest of U.S. \$572.79 beginning on the 1st day of November, 1998, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on December 1, 2023 (the "Maturity Date"), the Borrower still owes 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. The Borrower will make such payments at First Chicago NBD Bank, Detroit MI 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 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 is 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.
- 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 the 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 in paragraph No. 1 above:



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- (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.

Catherine L Di Vita  
Catherine L. Di Vita Borrower

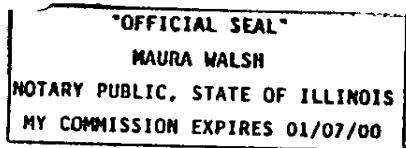
Dated: 10-8-98

\_\_\_\_\_  
Borrower

Dated: \_\_\_\_\_

Witness: Maura Walsh  
Print Name: MAURA WALSH

Witness: Debbie Fuzak  
Print Name: Debbie Fuzak



Maura Walsh

STATE OF Illinois

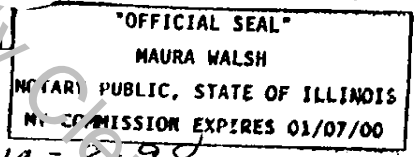
COUNTY OF Cook

(CATHERINE)

On 19th before me, MAURA WALSH, personally appeared CATHY DIVITA

personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that their signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL  
Maura Walsh  
Notary Public



Linda A Maas  
First Chicago NBD Mortgage Co. Lender  
Linda A Maas, Administrative Officer

Dated: 10-2-98

STATE OF Michigan

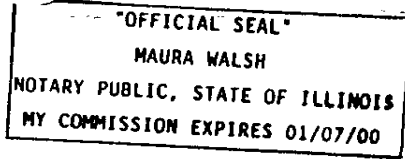
COUNTY OF Oakland

On November 13, 1998 before me, Anna R. Stiglich, a Notary Public in and for said County, personally appeared \_\_\_\_\_

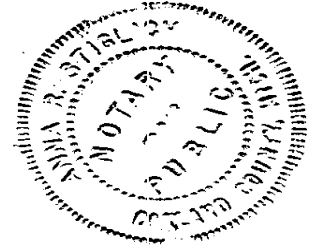
\_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL,

Maura Walsh  
Notary Public in and for said County and State



Drafted by and when recorded return to:  
First Chicago NBD Mortgage Company  
900 Tower Drive, Mail Suite 8319  
Troy, MI 48098  
Attention: Cheryl Styczynski



WITNESS MY HAND AND OFFICIAL SEAL,  
Anna R Stiglich  
Notary Public in and for said County and State

