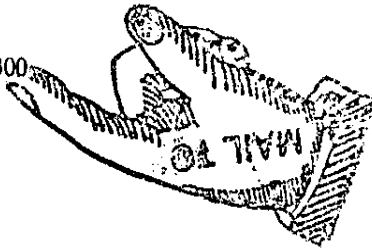


Please Return To:
Construction Lending Dep't
First Union Mortgage Corporation
One Jefferson Square, P.O. Box 10300
Waterbury, CT 06726-0300



DEPT-01 RECORDING \$27.50
T#0000 TRAN 1013 01/12/99 09:54:00
#5534 # JW *-99-033877
COOK COUNTY RECORDER

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LOAN MODIFICATION AGREEMENT
(To Modify Fixed Interest Rate)

4

This Loan Modification Agreement ("Agreement"), made as of **October 16, 1998**, between

JOHN W. REVENAUGH and **CYNTHIA F. REVENAUGH**

("Borrower"), residing at

3719 North Monticello, Chicago, Illinois 60618

and **FIRST UNION MORTGAGE CORPORATION**, with a principal place of business at 1100 Corporate Center Drive, Raleigh, North Carolina 27607-5066 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated **May 28, 1998** and recorded in

Doc# 98-479086 on 6/8/98

Book or Liber _____, at Page(s) _____

of the Recorder of Deeds Records of Cook County, IL
(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

3719 North Monticello, Chicago, Illinois 60618

the real property described being set forth as follows:

See Legal Description Attached Hereto And Incorporated Herein

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 **October 16, 1998**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **347,050.00**, 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 **7.375%** from **November 1, 1998**. The Borrower promises to make monthly payment of principal and interest of U.S. \$ **2,406.26** beginning on the **1st** day of **December, 1998**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **June 1, 2028** (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 Union Mortgage Corporation, One Jefferson Square, P.O. Box 10023, Waterbury, CT 06725-0023** 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 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.

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.

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.

By the execution of this modification the construction rider is terminated, is no longer valid and shall be of no further force and effect, provided however, that any causes of action, claims or rights of the Lender which accrue before said date shall continue unaffected and undiminished by such termination. (Lender's signature is on next page)

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:

Witness signatures: JOHN W. REVENAUGH (Seal) Borrower, CYNTHIA F. REVENAUGH (Seal) Borrower, (Seal) Borrower, (Seal) Borrower

(Space Below This Line For Acknowledgement)

STATE OF ILLINOIS, Cook County ss: I, the undersigned a Notary Public in and for said county and state do hereby certify that JOHN W. REVENAUGH and CYNTHIA F. REVENAUGH

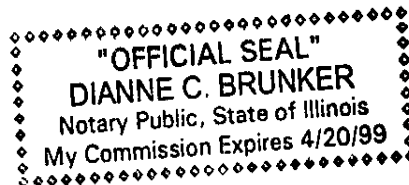
, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

25 day of Nov 1998 Notary Public (Signature)

My Commission Expires:

This instrument was prepared by:



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

FIRST UNION MORTGAGE CORPORATION

Robert H. Hunsick
Witness

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

Adrian Carisio
Witness

STATE OF CONNECTICUT, COUNTY OF NEW HAVEN ss. Waterbury

On the 16th day of October, 19 98, 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.

Maria L. Matos
Notary Public
MARIA L. MATOS
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 1999

Office

File 515248961 - Legal Addendum
UNOFFICIAL COPY

99033877

LEGAL: LOTS 16 AND 17 IN BLOCK 10 IN MASON'S SUBDIVISION OF THE
EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 40
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,
(EXCEPT RAILROAD) IN COOK COUNTY, ILLINOIS.

ADDRESS: 3719 N MONTICELLO
CHICAGO, IL 60618

PIN: 13-23-123-013-0000

99033877

Property of Cook County Clerk's Office