21) 11/8 45 001 Page 1 of 4 1999-01-25 10:04:24 Cook County Recorder

RECORDING REQUESTED BY: COUNTRYWIDE HOME LOANS, TNC 400 COUNTRYWIDE WAY SIMI VALLEY, CA. 93065 WORKOUT DEPT. SV-65 PREPARED BY: Cristina Cuellar



51.50

Loan # 9503558

SPACE ABOVE THIS LINE FOR RECORDER'S USE

#### LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 17th day of September 1998, between Barbara Lysakowski and Countrywide Home Loans, Inc. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated June 21, 1994 and recorded on July 1, 1994 as Document No.94577116, in the Official Records of Cook County, in the State of Illinois, 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", 8995 Kennedy Dr. Apt 2H. Des Plaines, Illiniois 60016 real property described being set forth as follows:

PARCEL 1: UNIT 208-H 1002THER WITH ITS, UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN BALLARD COURT CONDOMINIUM BUILDING NUMBER 5, AS DELINEATED AND DEFINED IN THE DECLARATION FILED AS SOCUMENT NUMBER LR3169387, IN THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION ON COVENANTS, PIN 09-15-307-165-1016

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 or Security Instrument (the "Unpaid Principal Balance") is U.S. \$83,145.78 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 Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 8.875% from the first day of September, 1998. The Borrower promises to make monthly payments of principal and interest of \$661.55 beginning on October 1, 1998 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on the first day of September 2028 ("Maturity (Faie"), 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 400 Countrywide Way Simi Valley, California 93065 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 consent, the Lender may, at it's 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 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.

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6. 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 terms and provisions thereof, as amended by this Agreement.

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COUNTRYWIDE HOME LOANS, INC.	Signed this <u>22</u> day of <u>September</u>
Dated: 10-8-93	19 <u>70</u> .
Dated:	÷
	Barbara Lysakowski
By: M. R. Drawdy	Barbara Lysakowski
First Vice President .	•
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## ALL-PURPOSE ACKNOWLEDGMENT

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County of ch	_ <i>D</i>
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· • • • • • • • • • • • • • • • • • • •	oved to the on the basis of satisfactory evidence
personally known to the - On - 12-ph	to be the person(s) whose name(s) is/are
	subscribed to the within instrument and ac-
0,	knowledged to me that he/she/they executed
700	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
Ox	person(s) acted, executed the instrument.
**************************************	
OFFICIAL SEAL"	WITNESS my hand and official seal.
LOTTIE DAUGIRD Notary Public State of Illinois	4 ( ) other owners
My Commission Expires 04/16/2002	SIGNATURE OF NOTARY
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99073811 State of <u>California</u> County of <u>Ventura</u> before me, Therene Wharton, Notary Public NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC" personally appeared \_\_M. R. Drawdy -NAME(S) OF SIGNER(S) personally known to me -  $\mathbf{OR}$  -  $\square$  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. OPTIONAL Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form. DESCRIPTION OF ATTACHED DOCUMENT **CAPACITY CLAIMED BY SIGNER** INDIVIDUAL CORPORATE OFFICER TITLE OR TYPE OF DOCUMENT ☐ PARTNER(S) ☐ GENERAL NUMBER OF PAGES ATTORNEY-IN-FACT TRUSTEE(S) **GUARDIAN/CONSERVATOR** OTHER: \_\_\_\_ DATE OF DOCUMENT

SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

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