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Loan Number: 7335620

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 1st day of January, 1999, between Mark Bogatitus and Lindsey Bogatitus ("Borrower") and Banc One Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated June 29, 1998 and recorded in Book or Liber 9852713, at page(s) , of the Official Records of Cook County, 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 defined therein as the "Property", located at 523 North Easy Street, Palatine, Illinois 60067, the real property described being set forth as follows:

Lot 14 in Block 4 in Frank E. Merrill and Company's Palatine Homesites, being a subdivision of part of the Northeast 1/4 of Section 15, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 02-15-207-019

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 January 1st, 1999, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$220,000.00, 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 6.50%, from January 1st, 1999. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,916.44, beginning on the 1st day of February, 1999, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on January 1, 2014 (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 Banc One Mortgage Corporation, 132 E. Washington St., Suite 302, Indianapolis, IN, 46204 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; 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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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.

Banc One Mortgage Corporation - Lender

Mark Bogatitus
Mark Bogatitus Borrower

By: J.P. B...

Lindsey Bogatitus
Lindsey Bogatitus Borrower

[Space Below This Line For Acknowledgments]

State of INDIANA

) SS:

County of COOK

Tracie Driver
Notary Public

Before me, Notary Public in and for said County and State, personally appeared **Mark Bogatitus** and **Lindsey Bogatitus** and acknowledged the execution of the foregoing instrument.

Witness my hand and Notarial Seal this 30th day of DECEMBER, 1998.

Resident of COOK County My commission expires



ATTN RECORDING OFFICE:

AFTER RECORDING, PLEASE RETURN TO:

BANC ONE MORTGAGE
LEGAL REVIEW IN1-1030
132 E. WASHINGTON ST
INDIANAPOLIS, IN 46204

Prepared By: **Thomas Boyles**
Banc One Mortgage Corp.
111 Monument Circle IN1-0140
Indianapolis, IN 46277

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