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Cook County Recorder

Chicago Abstract, Inc.

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## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 3rd day of March, 1998, between Antonio F. Rojas and Maria G. Rojas ("Borrower") and Bank of America, FSB ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated October 29, 1992, and recorded in Document No. 92-810098, of the said 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 and defined therein as the "Property," located at

4837 South Keeler Avenue, Chicago, Illinois 60632

the real property described being set forth as follows:

19-10-212013

JAXID# Lot 28 in Block 5 in William A. Bond and Company's Archer home addition, being a resubdivision of Blocks 1 to 16 inclusive in William A. Bond's subdivis or of the East 1/2 of the Northeast 1/4 of Section 10, Township 38 North, Range 13, east of the third principal mericiea in Cook County, Illinois

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

- As of April 1, 1998, the amount payable under the No'e and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$124,287.65, consisting of the anarchit(s) loaned to the Borrower by the Lender and any unpaid interest capitalized to date.
- The Borrower promises to pay the Unpaid Principal Bala co, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 8.625%, from March 1, 1998. The Borrower promises to make monthly payments of principal and interest of U.S. \$966.70, beginning on the 1st day of April, 1998, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on March 1, 2028 (the "Maturity Daty"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agranient, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at Bank of America, FSB, 2815 N. Parham Road, Richmond, Virginia 23294, 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 i) a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without t'e Londer's prior written consent, the Lender may, at its option, require immediate payment in full of all sums served 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:
  - 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
  - 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.
- 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.



## **UNOFFICIAL COPY**

99168696

| Bank of America, FSB Lender  | (Seal)             | antamo & Diago,          | (Seal) :             |
|--|--------------------|--------------------------|----------------------|
| Denice assault   |                    | Antonio F. Rojas         | -Borrower            |
|  |                    | Mora : E- Rojos.         | (Seal)               |
| By M. W.   |                    | Maria G. Rojas           | -Borrower            |
| Donald W. Courtney<br>Vice President   |                    |                          | ******               |
| vice ingsident   | ~                  |                          | (Seal)               |
| **************************************   |                    |                          | -Borrower            |
|  |                    |                          | (Seal)               |
|  |                    |                          | -Borrower            |
|  | _[Space Below This | Line for Acknowledgments |                      |
|  |                    | <del></del>              |                      |
| STATE OF VIRGINIA )  |                    |                          |                      |
| COUNTY OF HENPICE )  |                    |                          |                      |
| The foregoing instrurtent was acknown  | wledged before me  | this 12th day of March   | 98 . bv              |
| Donald W. Courtney   |                    | of Bank of America, FSB. | <del>96 .</del> , by |
| My commission expires: 12/31/9   |                    | + AMM                    | ra si                |
| My commission expires:12/31-2  | 98                 | Rose B McMickens         | 10V2 -               |
|  | $O_{\infty}$       | Nose D richtekens        | Notary Public        |
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| STATE OF Clurious  | - 4                |                          |                      |
| COUNTY OF <u>(look</u> )   | SS.                |                          |                      |
| The foregoing instrument was acknow  | vledged before me  | this Thay of March       | 1998 by              |
|  |                    | 7)                       | _, .>, .,            |
| $\frac{Sy _{U/\partial} - LOZAN}{\text{My commission expires:}} = \frac{3}{2}$   | <del></del>        |                          |                      |
| My commission expires: _ 3/2   | 9198               | Selvia m- X              | (Dans)               |
| -  |                    |                          | Notary Public        |
|  |                    |                          |                      |
|  |                    | C/                       |                      |
| OFFICIAL SEAL - SYLVIA M. LOZANO   |                    | 4                        | ****                 |
| NOTARY PUBLIC, STATE OF ILLIN<br>MY COMMISSION EXPIRES 3-29  | 40IS<br>-98        | '.0                      |                      |
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