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1999-03-23 15:12:40  
Cook County Recorder 47.50

When Recorded Mail To:

ORNET  
3480 W. MARKET ST  
SUITE 105  
FAIRLAWN, OHIO 44333



Investor Number: 1657414983  
HomeSide Loan Number: 10482395



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**LOAN MODIFICATION AGREEMENT**  
(Providing For Fixed Interest Rate)

This Loan Modification Agreement ("Agreement") made this 1st day of December 1998 between BARRY G MOGIL ("Borrower")

and STELLA MOGIL ("Borrower")  
HUSBAND AND WIFE

and HomeSide Lending, Inc. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated DECEMBER 18, 1991 and recorded on DECEMBER 24, 1991 as 91675332 among the Official Records of COOK County 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 3100 N LAKE SHORE #1301 CHICAGO, IL 60657 the real property described being set forth as follows:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

TAX ID# 14-28-201-015-10121

Recorded by  
Chicago Abstract, Inc.

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 JANUARY 1, 1999, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$85,975.18, 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 7.375% from JANUARY 1, 1999. The Borrower promises to make monthly payments of principal and interest of U.S. \$647.79 and beginning on the 1st day of FEBRUARY, 1999 continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on JANUARY 1, 2022 (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 HomeSide Lending, Inc. 7301 Baymeadows Way Jacksonville, FL 32256 or 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 to 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 cancelled, 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

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- (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.

Barry G. Mogil (Seal)  
BARRY G MOGIL Borrower  
SS#: 346-42-9395

Stella Mogil (Seal)  
STELLA MOGIL Borrower  
SS#: 332-54-0857

(Space Below This Line For Acknowledgments)

STATE OF Illinois }  
COUNTY OF Cook }

On December 7, 1998 before me a Notary Public in and for said State, the undersigned personally appeared Barry G. Mogil & Stella Mogil or personally known to me (or provided 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

Signature [Signature]  
Name MIGDALIA M COLEMAN  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 06/06/00

HomeSide Lending, Inc. (Formerly Known As BancBoston Mortgage Corporation)  
7301 Baymeadows Way, Jacksonville, FL 32256

Witness: [Signature]  
James B. Allen

[Signature]  
Debra Keene (Assistant Vice President)

Witness: [Signature]  
Marie Stokes

[Signature]  
Robyn Watson (Assistant Secretary)

STATE OF FLORIDA }  
COUNTY OF DUVAL }

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Debra Keene and Robyn Watson to me known as Assistant Vice President and Assistant Secretary, respectively of the corporation named therein, and severally acknowledged before me that they executed the same as such officers in the same and on behalf of said corporation.

Witness my hand and official seal in the County and State last aforesaid the 11th day of

December, 1998.  
Rachel Eve Tittle  
Notary Public



Prepared by: E HOLT, HomeSide Lending, Inc.  
7301 Baymeadows Way, Jacksonville, FL 32256

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## LEGAL DESCRIPTION

UNIT NUMBER 1301, IN THE 3100 LAKE SHORE DRIVE CONDOMINIUM,  
AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL  
ESTATE:

PART OF LOT 1 AND ACCRETIONS THERETO OF LAKE FRONT  
ADDITION BEING A SUBDIVISION OF SUBLot 1 (EXCEPT THE SOUTH 33  
FEET THEREOF) OF THE ASSESSOR'S SUBDIVISION OF LOTS 1 AND 2 OF THE  
CITY OF CHICAGO'S SUBDIVISION OF THE EAST FRACTIONAL HALF OF  
SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, LYING WEST OF THE WESTERLY LINE OF LINCOLN  
PARK IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS  
EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS  
DOCUMENT 24999699 TOGETHER WITH ITS UNDIVIDED PERCENTAGE  
INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office