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LOAN MODIFICATION AGREEMENT  
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 29th, day of December, 19 98, between Robert D. Perry ("Borrower") and Dovenmuehle Mortgage Company a Delaware Limited Partnership L.P ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated January 24, 1994 and recorded as Document No. 94083764 in Book or Liber N/A, at page(s) N/A, of the Cook County Records 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 9027 A. C. Avenue # B, Willow Springs, IL 60480

(Property Address)

the real property described being set forth as follows:

Unit Number 9072-5 In Willow Edge Condominiums As Delineated On A Survey Of The Following Described Real Estate: Certain Lots In Willow Edge Subdivision In Section 5, Township 37 North, Range 12, East Of The Third Principal Meridian, Which Survey Is Attached As Exhibit "A" To The Declaration Of Condominium Recorded As Document Number 87322689 Together With Its Undivided Percentage Interest In The Common Elements, In Cook County, Illinois. 2305-201-065-1014

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 1, 1999, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 88,055.48, 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 7.625%, from January 1, 19 99. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 657.17 beginning on the 1st day of February, 19 99, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on February 1, 2024 (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 1501 Woodfield Rd Schaumburg, IL 60173 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 term 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.

*Handwritten initials/signature*

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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.
- 6. The attached Addendum is made a part hereof.

\_\_\_\_\_  
(Seal)  
Dovenmuehle Mortgage Company L.P. Lender

Robert D. Perry (Seal)  
Robert D. Perry Borrower

By: David P. Antczak  
David P. Antczak, Assistant Vice President

\_\_\_\_\_  
(Seal)  
Borrower

(Space Below This Line For Acknowledgements)

On this 31 day of Dec, 1998 before me personally appeared  
ROBERT D. PERRY and  
(Borrowers Name)  
acknowledged the following to be their free act and deed.

State of IL

County of Cook

Jeff Bailey  
Notary Public

My commission expires: 9-25-02



Please return to: Dovenmuehle Mortgage, Inc.  
1501 Woodfield Road  
Schaumburg, IL 60173

This instrument prepared by:  
Libra Wright  
Loss Mitigation Department