

UNOFFICIAL COPY

99360223

43 27011 53 001 Page 1 of 5
1999-04-14 15:45:34
Cook County Recorder 29.50

When Recorded Mail To:
Safeguard Properties, Inc.
4700 Rockside Road, Summit One, Suite 345
Independence, Ohio 44131
ATTN: Mr. Eric Solowitch



99360223



----- (Space Above Line For Recording) -----

GE Loan No. 14211619
Investor : FNMA Loan No. 1661935844

LOAN MODIFICATION OF DEED OF TRUST AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 18th day of February, 1999, between, Don William Dalby and Nancy L. Dalby ("Borrower") and G.E. Capital Mortgage Services, Inc. (FKA Traveler's Mortgage Services, Inc. and FKA Shearson, Lehman, Hutton Mortgage Corporation) ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt ("the Security Instrument") dated, February 23, 1994 and recorded in Book or Liber ~~_____~~ at page(s) _____, of the Official Records of Cook County, Illinois (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

*94241248

**2603 SIGWALT STREET
ROLLING MEADOWS, ILLINOIS 60008**

(Property Address)

The real property described being set forth as follows:

See Schedule "A" Attached Hereto and Made Part of the Deed of Trust

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 February 1, 1999, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$63,107.55, 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 at the yearly pay monthly payments of principal and interest in U.S. dollar in accordance with the following schedule.

INTEREST CHANGE DATE	INTEREST RATE	PAYMENT DUE DATE	MONTHLY P&I PAYMENT
<u>02/01/99</u>	<u>7.0%</u>	<u>03/01/99</u>	<u>\$724.43</u>
	%		\$
	%		\$
	%		\$

MONTHLY PAYMENTS WILL REMAIN FIXED AT 7.0% FROM 03/01/99 FOR THE REMAINING TERM OF THE LOAN.

5

If on March 1, 2009 ("Maturity Date"), the Borrower still owes amounts under the Note and 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:

625 Maryville Center Drive
St. Louis, MO 63141

or at such other places 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 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. This 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

all terms and provisions of any adjustable rate index 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 items 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.
6. It is agreed and understood that if a default of ninety (90) days should occur, the Borrower(s) agree to list said property for sale at a reasonable price agreed to by G.E. Capital Mortgage Services, Inc.

UNOFFICIAL COPY

99360223

SCHEDULE "A" - LEGAL DESCRIPTION

Lot 715 in Rolling Meadows Unit Number 4, being a subdivision of part of the South ½ of Section 25 and part of the North ½ of Section 36, all in Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 02-25-310-020

Property of Cook County Clerk's Office

UNOFFICIAL COPY

3-13-99
Date

3-13-99
Date

Don William Dalby (Seal)
Don William Dalby

Nancy L. Dalby (Seal)
Nancy L. Dalby

99360223

STATE OF ILLINOIS

COUNTY OF Cook

On March 13, 1999 before me Annemarie Littig
Late Don William Dalby + Nancy L. Dalby Notary
personally appeared Don William Dalby + Nancy L. Dalby
Borrower(s)

 Personally known to me

-OR-

 X 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.

Annemarie Littig
Signature of Notary Public

My Commission Expires: 08-31-2002



This Document prepared by:
Jack M. Kozak, ESQ (Ohio Bar # 0047234)
Safeguard Properties, Inc.
4700 Rockside Road
Summit One, Suite 345
Independence, OH 44131

UNOFFICIAL COPY

99360223


Monika Troester
Monika Troester

3/18/99
Date

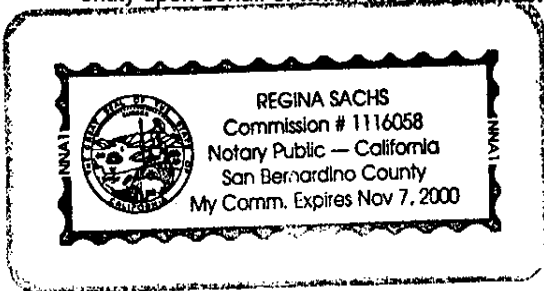
STATE OF California
COUNTY OF San Bernardino

On March 18, 1999 before me Regina Sachs
Date Notary
personally appeared Monika Troester
Signer(s)

Personally known to me

-OR-

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 entity upon behalf of which the person(s) acted, executed the instrument.



Regina Sachs
Signature of Notary Public
My Commission Expires: **NOV 07 2000**

OPTIONAL INFORMATION

Capacity Claimed By Signer:

Signer(s) Name: **Monika Troester**
Corporate Officer - Title: **Assistant Vice President**
Signer(s) is Representing: **GE Capital Mortgage Services, Inc.**