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STATE OF ILLINOIS
LAKE COUNTY
FILED FOR RECORD

2002 046589

2002 MAY 20 AM 9:50

MURDOCH M. CARTER
RECORDER

After Recording Return To:

When Recorded Return To:

First American Title Insurance Co.

3 First American Way
Santa Ana, CA 92707

Attn: *Loan Modification Dept.*

West Palm Beach, Florida 33409
[City, State, Zip]

Prepared By:

RUTH RUHL, P.C.
2305 Ridge Road, Suite 106
Rockwall, TX 75087

Freddie Mac Loan No.: 814334040

Loan No.: 7459298

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED.

LOAN MODIFICATION AGREEMENT

955697

This Loan Modification Agreement ("Modification"), is effective April 1st, 2002, between Howard J. Keller, Jr. and Victoria J. Keller, his wife ("Borrower/Grantor") and HomeSide Lending, Inc. ("Lender/Grantee"),

and amends and supplements (1) the Note (the "Note") made by the Borrower, dated April 13, 1992, in the original principal sum of U.S. \$ 101,300.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on April 23, 1992, in Book/Liber N/A, Page N/A, Instrument No. 3147301, Official Records of Lake County, Illinois. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at 529 Buckingham Road, Mundelein, Illinois 60060

That real property is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Initials *JK* Initials *UK* Initials _____

21-
M. H.
9/17/26 21
1 over

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower is, is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$ 9,850.22 , have been added to the indebtedness under the terms of the Note and Security Instrument. As of April 1st, 2002 , the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$98,606.42
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.625 % , beginning April 1st, 2002 . The Borrower promises to make monthly payments of principal and interest of U.S. \$ 697.93 , beginning on the 1st day of May, 2002 and continuing thereafter on the same day of each succeeding month. If on April 1, 2032 , (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at HomeSide Lending, Inc., 7301 Baymeadows Way, Jacksonville, Florida 32256 or at such place as the Lender may require.

4. If at any time the Borrower is in default, the Lender may, by providing a written notice to the Borrower, notify the Borrower that the Borrower is in default and that the interest which will be charged on the Unpaid Principal Balance may be increased to a yearly rate of 7.625 % beginning on an effective date stated in the notice. That date will be at least 30 days after the date on which the notice is delivered or mailed to the Borrower. If the Borrower defaults, the Lender may, at its election, require the Borrower to pay immediately the Unpaid Principal Balance that remains unpaid at that time, all interest that has accrued but not been paid, and any other sums that are evidenced and secured by the Note and Security Instrument. If the Lender does not require that such payment be made immediately, the Borrower shall pay an increased monthly payment that will be based upon the interest rate stated in this Paragraph 4 instead of the interest rate stated in Paragraph 3. The Borrower acknowledges that the increased rate of interest will only be charged if the Borrower does not meet its obligations under the Note and Security Instrument, as modified by this Modification.

5. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and 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.

6. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

Initials HK Initials UH Initials _____

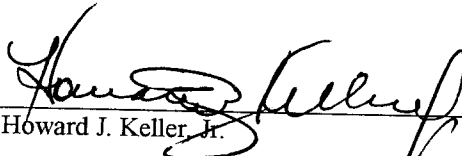
7. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification. [Check applicable box(es)]

1-4 Family Rider - Assignment of Rents

Modification Due on Transfer Rider

[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

4-15-02
Date


Howard J. Keller, Jr. (Seal)
-Borrower


4-15-02
Date


Victoria J. Keller (Seal)
-Borrower

Date (Seal)
-Borrower

Date (Seal)
-Borrower

4/18/02
Date HomeSide Lending, Inc. (Seal)
-Lender

By: 
Wendy Knafelc
Its: Vice President

(Corporate Seal)



[See Attached Acknowledgment(s)]

BORROWER ACKNOWLEDGMENT

State of Illinois §
County of Lake §

On this 15 day of April 2002, before me, [name of notary], a Notary Public in and for said state, personally appeared Howard J. Keller, Jr. and Victoria J. Keller

[name of person acknowledged], known to me to be the person who executed the within instrument, and acknowledged to me that he/she/they executed the same for the purpose therein stated.

(Seal)



Marcia A. Zelinski
MARCIA A. ZELINSKI
Type or Print Name of Notary
Notary Public, State of Illinois
My Commission Expires: 4-15-2006



State of Florida §
County of Duval §

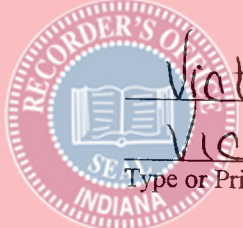
On this 18th day of April, 2002, before me, [name of notary], a Notary Public in and for said state, personally appeared Wendy Knafelc, Vice President [name of officer or agent, title of officer or agent] of HomeSide Lending, Inc.

[name of entity] known to me to be the person who executed the within instrument on behalf of said entity, and acknowledged to me that he/she/they executed the same for the purpose therein stated.

(Seal)



Victoria H. Grimm
Commission # DD078074
Expires Dec. 12, 2005
Bonded Thru Atlantic Bonding Co., Inc.



Victoria H. Grimm
VICTORIA H. GRIMM
Type or Print Name of Notary
Notary Public, State of Florida
My Commission Expires: Dec. 12, 2005

Loan No.: 7459298

EXHIBIT "A"

THE LAND REFERRED TO IS SITUATED IN THE STATE OF ILLINOIS, COUNTY OF LAKE, CITY OF MUNDELEIN, AND DESCRIBED AS FOLLOWS:

LOT 324 IN TULLAMORE UNIT THREE, BEING A SUBDIVISION IN THE SOUTH HALF OF SECTION 23, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE 3RD P.M., ACCORDING TO THE PLAT THEREOF, RECORDED OCTOBER 23, 1973, AS DOCUMENT 1639867, IN BOOK 53 OF PLATS, PAGE 24, IN LAKE COUNTY, ILLINOIS.

A. P. NO.: 10-23-405-002



Loan No.: 7459298

MODIFICATION DUE ON TRANSFER RIDER

THIS MODIFICATION DUE ON TRANSFER RIDER, effective the 1st day of April, 2002 is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Howard J. Keller, Jr. and Victoria J. Keller, his wife

and HomeSide Lending, Inc.

(the "Borrower")

covering the Property described in the Loan Modification Agreement located at: 529 Buckingham Road, Mundelein, Illinois 60060

(the "Lender")

Document is NOT OFFICIAL!

[Property Address]

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, as its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

Initials HK Initials W Initials _____ Initials _____

Loan No.: 7459298

B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

Date 4-15-02

Howard J. Keller, Jr. (Seal)
Howard J. Keller, Jr. -Borrower

Date 4-15-02

Victoria J. Keller (Seal)
Victoria J. Keller -Borrower

Date _____

(Seal)
-Borrower

Date _____

(Seal)
-Borrower



Date 4/18/02

By: Wendy Knafelc
Wendy Knafelc
Its: Vice President