

UNOFFICIAL COPY 0010001997

PREPARED BY AND RETURN TO:  
ROYAL AMERICAN BANK  
ATTN: SANDY BELVEDERE  
1604 COLONIAL PARKWAY  
INVERNESS, ILLINOIS 60067

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Cook County Recorder 25.50



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Lawyers Title Insurance Corporation

LTIC

S-94-05707A

LOAN MODIFICATION AGREEMENT

DATE: November 4, 2000

WHEREAS Vivian J Kaczmarek as trustee under the Vivian J. Kaczmarek Trust Agreement dated September 19, 1995 is justly indebted to ROYAL AMERICAN BANK, at its office in Inverness, Illinois, under its loan No. 7005556, 1 originally in the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00), as established by a note dated February 10, 1995 executed by Daniel A. Kaczmarek and Vivian J. Kaczmarek, modified and increased to \$100,000.00 by Loan Modification Agreement dated 2/18/99 and recorded on 6/2/99 as document number 99526899 and a mortgage dated February 10, 1995, and the latter recorded in the Office of the Recorder of Deeds/Registrar of Titles of Cook County, Illinois, as Document No. 95124645 against the property legally described as follows:

LOT 19 IN ARTHUR T. MCINTOSH AND COMPANY'S LAKE INVERNESS, A SUBDIVISION OF PARTS OF SECTIONS 20, 21, 28 AND 29, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 1, 1977 AS DOCUMENT NUMBER 23805181, IN COOK COUNTY, ILLINOIS.

Permanent Index No. 02-21-313-007

Common Address: 1626 Dublin Court  
Inverness, IL 60067

and hereby referred to as part of this Agreement, and;

WHEREAS, the undersigned owner of said premises does hereby request this Loan Modification Agreement.

NOW, THEREFORE, it is hereby agreed by the parties hereto that the unpaid balance of said indebtedness upon the date of this Agreement is **Seventy Nine Thousand Seventy Eight and 37/100 Dollars (\$79,078.37)** and that the original sum be increased to **Three Hundred Thousand and 00/100 Dollars (\$300,000.00)**; which the undersigned promises to pay with interest at **zero percent (0.0%)** in excess of the Prime Rate of interest announced by the Wall Street Journal, and that the said indebtedness shall be payable in payments of **interest** only monthly beginning in **December, 2000** until said indebtedness is paid in full, except that any remaining indebtedness, if not sooner paid, shall be due and payable **February 18, 2004** and that in all other respects said mortgage shall remain in full force and effect and the undersigned, his or their heirs, assigns and representatives, shall be obligated to pay the same.

Wohy  
3  
ll.

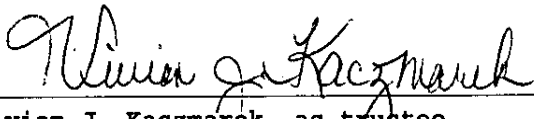
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**Current Representations and Warranties.** To induce the Bank to enter into this Agreement, the Borrower hereby represents and warrants to the Bank as follows:

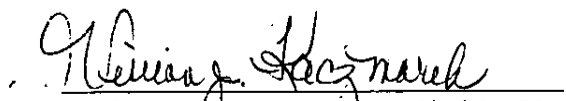
- a. **Financial Statements.** The most recent financial statements for the Borrower provided to the Bank fairly present the financial condition of the Borrower at the date thereof and the Borrower's results of operations for the period(s) covered thereby.
- b. **No Default.** No default or event of default under the Note, the Mortgage, or the Loan Documents has occurred and is continuing, and no event has occurred and is continuing that, with the giving of notice or passage of time or both, would constitute such a default or event of default.
- c. **Continued Accuracy.** Each and every representation and warranty made by the Borrower in favor of the Bank in connection with the Loan remains accurate in all respects, subject only to changes expressly permitted by the Bank.

**Reaffirmation.** To the extent any term(s) or condition(s) in the Note, the Mortgage, or any of the Loan Documents shall contradict or be in conflict with the amended terms of the Loan as set forth herein, such terms and conditions are hereby deemed modified and amended accordingly, upon the effective date hereof, to reflect the terms of the Loan as so amended herein. All terms of the Note, the Mortgage, and the Loan Documents, as amended hereby, shall be and remain in full force and effect and shall constitute the legal, valid, binding and enforceable obligations of the Borrower of the Bank. Upon the effective date hereof, the Borrower herein restates, ratifies and reaffirms each and every term and condition set forth in the Note, the Mortgage, and the Loan Documents as amended herein. The Borrower hereby acknowledges and agrees that, as of the date hereof, there exists no right of offset, defense, counterclaim or objection in favor of the Borrower as against the Bank with respect to the Borrower's obligations.

Vivian J. Kaczmarek as trustee under the Vivian J. Kaczmarek Trust Agreement dated September 19, 1995

  
Vivian J. Kaczmarek, as trustee

  
Daniel A. Kaczmarek, Individually

  
Vivian J. Kaczmarek, Individually

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STATE OF ILLINOIS ]  
] ss.  
COUNTY OF COOK ]

I, the undersigned, a Notary Public in and for said county and state, DO HEREBY CERTIFY that Vivian J. Kaczmarek and Daniel A. Kaczmarek, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 4<sup>th</sup> day of NOVEMBER, 2000.

My Commission Expires:

Maria A. Nicolas  
Notary Public

