

UNOFFICIAL COPY

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2001-10-01 12:00:42

Cook County Recorder 25.00

H71040374

This instrument was prepared by:

Name:
Address:
BankFinancial, F.S.B.
1200 Internationale Parkway Suite 101
Woodridge, IL 60517



After Recording Return to:
BankFinancial, F.S.B.
1200 Internationale Parkway Suite 101
Woodridge, IL 60517

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1800226809

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LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made September 17, 2001, between ROBERT C JACKSON AND AMY L. SCOTT, N/K/A AMY L. JACKSON, HUSBAND AND WIFE ("Borrower") and

BankFinancial, F.S.B. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated 10/17/1997 and recorded in Book or Liber, at page(s) jurisdiction, of the county Records of Cook 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

5770 CALETTA TERRACE

[Property Address]

OAK FOREST, IL 60452-

the real property described being set forth as follows:

LOT 14 IN BLOCK 7 IN MEDEMA'S EL VISTA WEST, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

28-08-402-014-0000

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 September 17, 2001, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$103,436.38, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
- Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.8750%, from October 01, 2001. Borrower promises to make monthly payments of principal and interest of U.S. \$710.83, beginning on October 01, 2001, and continuing thereafter on the same day each succeeding month until principal and interest are paid in full. If on November 01, 2027 (the "Maturity Date"), Borrower still

BOX 333-CTI

owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower will make such payments at 1200 Internationale Parkway Suite 101 Woodridge, IL 60517 or at such other place as Lender may require.

- 3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that 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
- (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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Robert C Jackson (Seal)
ROBERT C JACKSON

Amy L Jackson (Seal)
AMY L JACKSON

BankFinancial, F.S.B.
By Robert C Jackson (Seal)
Vice President

Attest by Amy L Jackson (Seal)
ASSA Vice President

State of Illinois

County of COOK SS:

I, a Notary Public in and for said county and state do hereby certify that RUPERT C JACKSON & AMY L SCOTT N/K/A Amy L. JACKSON, personally known to me to Be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and Acknowledged that signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of Sept, 2001

My Commission Expires:

7/9/05

Carol A. Hill

Notary Public



State of Illinois

County of SS:

I, Kimberly A. Fitzpatrick, a Notary Public in and for said county and state do hereby certify that Charles Waller, personally known to me to be the Vice President of BankFinancial, F.S.B. and Dorothy Van Dyke, personally known to me to be the Asst Vice President of said corporation whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Asst Vice President, they signed and delivered the said instrument of writing as their Vice President and Asst Vice President of said corporation and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of the said corporation for the uses and purposes therein set forth.

Given under my hand and official seal this 17th day of Sept, 2001

My Commission Expires:

Kimberly A. Fitzpatrick

Notary

Public

