

20169798



LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") is made this 3<sup>rd</sup> day of December, 2001 by and between First United Bank, an Illinois banking corporation ("Lender") and William F. Smith and Laura A. Bertucci ("Borrower").

Recitals

WHEREAS, Lender has loaned to Borrower the sum of Fifty Two Thousand Forty Three and 05/100 Dollars (\$52,043.05) and such indebtedness is evidenced by a Promissory Note (the "Note") executed by Borrower and dated March 7, 2001 (such indebtedness is hereinafter referred to as the "Loan"); and

WHEREAS, the unpaid principal balance of the Loan on the date hereof is Fifty One Thousand Two Hundred Forty Five and 27/100 Dollars (\$ 51,245.27); and

WHEREAS, the Note is secured by a Mortgage (the "Mortgage") dated March 7, 2001 on the property described in Exhibit A attached hereto and incorporated herein by reference, and recorded in the Office of the Recorder of Deeds in Cook County as Document No. 010285266.

WHEREAS, the Note and the Mortgage, and all other documents securing the Loan or executed by Borrowers in connection with the Loan are collectively referred to herein as the "Loan Documents"; and

WHEREAS, the Lender and Borrowers have agreed to modify and amend the Loan

BY  
SP7  
MY  
GM

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Documents, and to extend the time of payment of the Note and to extend the lien of the Mortgage.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The recitals set forth above are incorporated herein by reference as if more fully set forth herein. To the extent that the terms contained herein conflict with the terms of the Loan Documents, the terms of this Loan Modification Agreement shall control.
2. The Note is concurrently being modified pursuant to a Note Allonge ("Note Allonge") and the modified terms are as follows:
  - A. The unpaid principal balance of the Note is Fifty One Thousand Two Hundred Forty Five and 27/100 Dollars (\$51,245.27)
  - B. The interest rate on the unpaid principal balance of the Note is 8.50% per annum modified to 7.375% per annum;
  - C. The monthly principal and interest payments due under the Note is Four Hundred Fifty One and 92/100 Dollars (\$451.92) per month, with payments due on the 12th day of each month; and
  - D. The final payment of the Note is due on March 12, 2004, at which time any and all remaining unpaid interest, principal and any other amounts due under the Note and any other Loan Documents shall become due and be paid in full.
3. The terms of the Note Allonge are incorporated herein by reference.

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4. The Loan Documents are hereby modified to reflect the modifications made to the Note pursuant to this Agreement and by the Note Allonge.
5. The lien of the Mortgage is extended until payment of the Note, Mortgage and other Loan Documents is made in full.
6. All Loan Documents shall remain in full force and effect until full payment of all amounts due under the Note, Mortgage and any other Loan Documents.
7. Except as expressly changed by this Agreement, the terms of the original Note and the Mortgage, and any other Loan Documents shall remain unchanged and in full force and effect in accordance with their respective terms, and the execution and delivery of this Loan Modification Agreement shall not operate to waive any rights or remedies that Lender may have with respect to the Loan Documents to forgive or waive any violation, default or breach under the Loan Documents, or to obligate Lender in any manner to make any further extensions of credit other than as expressly provided for herein.
8. Whenever the context requires or permits, the singular shall include the plural, and vice versa, and the masculine, feminine and neuter shall be freely interchangeable.
9. This Loan Modification Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties.
10. The laws of the State of Illinois shall govern this Loan Modification Agreement.
11. This Loan Modification Agreement may be executed in counterparts each of which shall constitute an original, but all together shall constitute the same Loan Modification Agreement.

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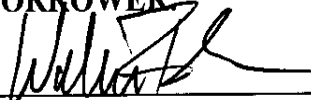
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12. This Loan Modification Agreement contains and states the entire agreement between the parties. All prior understandings and agreements between the parties, if any, are merged into and with this Loan Modification Agreement, which fully and accurately states their entire understanding and agreement.
13. The parties agree to execute all other documents and agreements to fully effectuate the transaction contemplated herein. Each party acknowledges that they have been represented by counsel of their own choosing and that they have read, understand and intend to be bound by the terms of this Loan Modification Agreement. Each of the parties has participated in the negotiation and drafting of this Loan Modification Agreement. Therefore, in any construction of this Loan Modification Agreement, the same shall not be construed against any party.

In witness whereof, the parties have executed this Loan Modification Agreement as of the day and year first above written.

**BORROWER:**

  
\_\_\_\_\_


William F. Smith

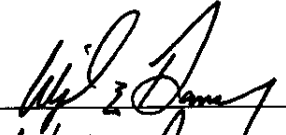
  
\_\_\_\_\_

Laura A. Bertucci

**LENDER:**

FIRST UNITED BANK

By   
Its VICE PRESIDENT

Attest   
Its VICE PRES

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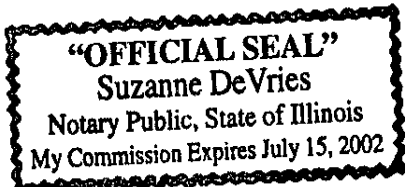
This instrument prepared by and  
Send Recorded Document to:

FIRST UNITED BANK  
Attn: Suzanne DeVries  
7626 W. Lincoln Highway  
Frankfort, IL 60423

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF WILL )

I, the undersigned, a Notary Public in and for said County in the State of Illinois aforesaid DO HEREBY CERTIFY, that Donald W. Borowski of the First United Bank, and Wilfred E. Ramirez of said bank, and whose names are subscribed to the said instrument as Vice President and Vice President of said bank, respectively, appeared before me this day in person, and acknowledged that they signed, and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes set forth therein.

GIVEN under my hand and seal this 3<sup>rd</sup> day of January, 2002



[Signature]  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Kankakee )

I, the undersigned, a Notary Public in and for said County, in the State of Illinois aforesaid, do hereby certify, that Laura ~~Andrew~~ Bertucci William F. Smith, whose names are subscribed to the said instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes set forth.

GIVEN under my hand and notarial seal this 3<sup>rd</sup> day of January, 2002



[Signature]  
Notary Public

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NOTARY PUBLIC, STATE OF ILLINOIS  
KIMBERLY A. COLEMAN  
1000 N. LAKE ST., SUITE 100  
CHICAGO, IL 60610  
MY COMMISSION EXPIRES 01/01/2012

EXHIBIT A

Lot 8 in Hubbard's Subdivision of Block 7 in Watson, Tower and Davis' Subdivision of the West ½ of the Northwest ¼ of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 1440 North Bell, Chicago, IL. 60622

PIN: 17-06-119-032

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FIRST UNITED BANK  
NOTE ALLONGE

This Note Allonge evidences the modification of the original Note ("the Note") in the face amount of Fifty Two Thousand Forty Three and 05/100 Dollars (\$ 52,043.05) dated March 2, 2001 with FIRST UNITED BANK, an Illinois banking corporation, as Payee, and with William F. Smith and Laura A. Bertucci, as Maker. The Note is hereby modified as follows:

1. The unpaid principal balance of the Note is Fifty One Thousand Two Hundred Forty Five and 27/100 Dollars (\$51,245.27) as of the date hereof;
2. The interest rate on the unpaid principal balance is 8.50% per annum modified to 7.375% per annum;
3. The monthly principal and interest payments due under the Note is Four Hundred Fifty One and 92/100 Dollars (\$451.92) per month, with payments due on the 12<sup>th</sup> day of each month; and
4. The final payment of the Note is due on March 12, 2004, at which time any and all remaining unpaid interest, principal and any other amounts due under the Note and any other Loan Documents shall become due and be paid in full.

Excepting the foregoing changes, all other terms and conditions contained in the Note not specifically modified herein are incorporated by reference and shall remain in full force and effect.

DATED: \_\_\_\_\_

MAKER:

William F. Smith  
William F. Smith

Laura A. Bertucci  
Laura A. Bertucci

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