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Cook County Recorder 29.50

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FIRST COMMUNITY CREDIT UNION

#### MODIFICATION AGREEMENT

THIS AGREENENT, entered into this 15 day of February, 2002 by and between C. J. Venkatramani, and Sandhya A Dhuri, husband and wife, of Cook County, State of Illinois (hereinafter referred to as "borrowers," whether one or more) and First Community Credit Union, (hereinafter referred to as "credit union").

Witnesseth: Whereas, borrowers executed and delivered their certain promissory note (hereinafter referred to as the "note") for the sum of <u>Two hundred one thousand</u> six hundred dollars (\$201,600.00) dated the <u>24</u> day of <u>September, 2001</u>, payable to the order of the credit union with interest at <u>6.375</u>% per annum, which note is secured by a certain mortgage or deed of trust (hereinafter referred as to as he "security agreement") executed of even date by the borrowers, and recorded as <u>Docaraont #10939929</u> in the office of the Recorder or Register of Deeds, of <u>Cook</u> County, State of Illinois, at which encumbers the real property legally described as follows:

Lot 42 in block 4 in Oakton Manor First Addition, being a subdivision of the northwest ¼ of the southwest ¼ of section 24, township 41 north, range 12, each of the third principal meridian, excepting therefrom the following described tract: beginning at a point in the north line of the southwest ¼ of said section 24, said point being 166.65 feet west of the east line of the northwest ¼ of the southwest ¼ of section 24; thence west along said north line 333.30 feet; thence south in a straight line 1325.80 feet, more or less, to a point in the south line of the north ½ of the southwest ¼ of said section 24; thence east along said south line 333.27 feet to a point, said point being 166.63 feet west of the east line of the northwest 1/4 of the southwest 1/4 of said section 24; thence north in a straight line 1326.20 feet, more or

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Property of Cook County Clerk's Office

less, to the point of beginning: according to the plat thereof registered in the office of the Register of Titles of Cook County, Illinois, as document number 1436658 in Cook County, Illinois.

Parcel Id # 09-24-328-017

Property Address: 8243 N Wisner, Niles, IL 60714

WHEREAS, the note is unpaid, unsatisfied and has an outstanding balance in the amount of Two hundred thousand four hundred ninety three dollars and 18/00 (\$200,493.18)

WHEREAS, burrower is the owner of the real property subject to said security instrument; and

WHEREAS, the parties desire to renew the note and security instrument and modify certain of the terms of said note and security instrument as hereinafter stated and borrowers acknowledge that there are no defenses of offsets against said obligations.

NOW, THEREFORE, in consideration of the extension of the time of payments of the principal sum, modification of the terms contained herein, and above described note, of the mutual promises contained herein, and for other good and valuable consideration, but subject to all the conditions and provisions in said original note and security instrument, except as hereinafter modified, the parties hereto agree as follows:

- 1. EXTENSION AND PAYMENTS: That the above described note shall be and is hereby modified and extended as of <u>March 1, 2002</u>, with interest at the rate of <u>5.50</u>% per annum, payable in monthly installments as follows, to wit: \$\frac{9000}{2000} \text{ three dollars and 65/00(\$1143.65)} \text{ on the 1st day of March 1, 2002} and the same amount on the 1ST day of each succeeding month thereafter until <u>February</u> 1, 2007 when then the unpaid principal balance, plus accrued interest, shall become due and payable in full.
- 2. The security instrument is modified and mended to provide that it refers to, incorporates by reference and secures the note, as amended and modified herein.
- 3. All terms and conditions of the original note and the security instrument by which it is secured are fully incorporated herein and fully ratified, except as

specifically modified by this agreement, and that the lien of the original security instrument and the covenants and agreements therein, and in the note secured thereby, shall be and remain in full force and effect, subject to all conditions and provisions contained in said original note and security instrument.

- A. Nothing in this agreement shall be deemed to or shall in any manner prejudice or impair the note or security instrument, or any instrument, guaranty, document or agreement executed in connection with the transaction evidenced by the note and deed of trust, or any security granted or held by the credit union for the indebtedness evidenced by the note and this agreement. This agreement shall not be deemed to be new shall it constitute any alternation, wavier, annulment or variation of the lien and encumbrance of the deed of trust or of the terms and conditions of any rights, powers of remedies under the note or the security instrument, except as expressly set forth herein.
- 5. This agreement shall re binding upon and shall inure to the benefit of the parties of the parties hereto and there respective heirs, administrators, executors, successors and assigns.
- 6. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT THE BORROWER AND THE CREDIT UNION FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS THE BORRWER AND THE CREDIT UNION REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE BORROWER AND THE CREDIT UNION, EXCEPT AS THE BORROWER AND THE CREDIT UNION MAY LATER AGREE IN WRITING TO MODIFY THEIR AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

	CITIV. Man' 2	22 02
	C. J. Venkatramani	•
	Sandhya A Dhuri	2/02
Droporty Or	First Community Credit Union	00294:
Or	James R Weiskopf JR	refs )
	Vice President of Londing	
	Vice President of Lending	
	C	
	of County Clark's	

#### <u>ACKNOWLEDGMENT</u>

STATE OF MISSOUR	)
COUNTY OF ST WUS	) SS

On this 22 day of FEBRUARY 2002 before me, Where A. Keppler, A Notary Public, personally appeared C. Yunkarramani & Sardhya A. Wheri, to me known to be the persons described in and who executed the foregoing instrument and acknowledgement that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in ST LOWS County, the day and year last above written Notary Public Notary Public Notary Public Notary Public State of Missouri St. Louis City My Commission Expires Acr 29, 2003

#### CORPORATIONS ACKNOWLEDGEMENT

STATE OF MISSOURI) COUNTY OF ST LOUIS) SS. 0020410382

On this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2002, before me personally appeared James R Weiskopf JR to me personally known, who being by me duly sworn, did say that he is the Vice President of Lending of First Community Credit Union, a Wissouri credit union, and that said instrument was signed in behalf of said credit union by authority of its Board of Directors, and said James R Weiskopf JR acknowledged said instrument to be the free act and deed of said credit union.

Laurie Bartleson a Notary Public

LAURIE BARTLESON
Notary Public - Notary Seal
STATE OF MISSOURI
JEFFERSON COUNTY
(Y COMMISSION EXP. APR. 23,2005

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And County Clerk's Office