Prepared Mail To: PFICIAL C 0020566890

And When Recorded Mail To: 4

Cook County Recorder

27.00

Mechelle Dunagan -51168698 Harris Trust & Savings Bank 200 W. Monroe St., 19th Floor Chicago, IL 60606

0020566890

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") is made this 3rd day of April, 2002, by and between Ross Green and Nancy Green, his wife ("Borrower") and Harris Trust and Savings Bank ("Lender") and amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated October 31, 2001 and recorded in Cook County, as Document Number 00110720 10 and (2) the corresponding Note ("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", the real property being described as follows:

Common Address: 116 6th Street, Wilmette, IL 60091

Parcel Number: 05-34-412-003-0000

Legal Description: Lots 28, 29 and 30 in block 2 in Gregory's subdivision of th south ½ of lots 26, 27 and 28 in baxter's subdivision of qualimette reservation in township 42 north, range 13, east of the third principal meridian, in cook county, Illinois.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows:

AGREEMENTS

(In this Agreement, an "X" in any box means that the provision following the X is applicable to Borrower's Note and Security Instrument. "NA" in any box means that the provision following the NA is not applicable to Borrower's Note and Security Instrument. Borrower should disregard any provision preceded by a NA.)

x 1. Lender is the owner and holder of Borrower's Note and Security Instrument and at

H

Borrower's request, has agreed to modify Borrower's Note and Security Instrument pursuant to the terms of this Agreement. Borrower promises to pay the unpaid principal, plus accrued interest and any other charges under Borrower's Note and Security Instrument to the order of Lender at Harris Trust and Savings Bank, 111 W. Monroe Street, 200–19, Chicago, Illinois 60603 or at such other address as Lender may designate.

- 2. Borrower has made a lump sum payment of U.S. \$N/A to Lender and Lender hereby confirms that as of N/A, the amount payable under Borrower's Note and Security Instrument is U.S. \$ N/A.
- X 3. (A) Borrower's yearly rate of interest will not change.
- N/A 3. (B) Borrower's yearly rate of interest will change from N/A% to N/A % effective as of N/A. If Corrower's periodic payment will change, then Borrower's modified periodic payment and its effective date are disclosed in paragraph 5.(B) below.
- 4. Borrower's interest rate "caps" and lifetime "cap" will not change and is N/A. Borrower's interest rate "caps" and lifetime "cap" will not change. Any change in Borrower's yearly rate of interest and corresponding periodic payment on Borrower's Change Date will be based on Borrower's yearly rate of interest disclosed under paragraph 3.(A) or 3.(B) above as applicable.
- 5. (A) Borrower's periodic payment (whether monthly or biweekly as applicable under Borrower's Note) will not change.
- N/A 5. (B) Borrower's periodic payment will change as described below:

20566890

N/A

- (i) If Borrower's payments are made monthly under Borrower's Note, then Borrower's monthly payments of principal and interest will be U.S. \$N/4. Borrower's monthly payments will be made beginning or the N/A day of N/A, 20N/A and will continue to be made on the same day of each and every month thereafter until Borrower has paid all principal, interest, and other charges under Borrower's Note.
- N/A (ii) If Borrower's payments are made biweekly under Borrower's Note, then Borrower's biweekly payments of principal and interest will be U.S. \$N/A. Borrower's biweekly payments will be made beginning on the N/A day of N/A, 20N/A and will continue to be made each and every 14 days thereafter until Borrower has paid all principal, interest, and other charges under Borrower's Note.
- **N/A** 6. (A) The Maturity Date of Borrower's Note will not change.

UNOFFICIAL COPY

6. (B) The Maturity Date of Borrower's Note is extended to *July 1*, 2002. If Borrower still owes amounts on Borrower's Note on Borrower's extended Maturity Date, and then Borrower will pay those amounts to Lender on that date.

Note and 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. Nothing in this Agreement shall be understood or construed to be a discharge, satisfaction, novation, 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.

Executed as of the day, month, and year first written above.

Lender:

By: Joseph Calabrese

Its: Senior Credit Analyst

Borrower(s):

Ross Green

Nancy Green

20566890

UNOFFAL COPY

State of Illinois)
) SS
County of <u>Cook</u>)
$\mathcal{L}_{\mathcal{L}}}}}}}}}}$
I, Pamela Petrizzi, a Notary Public, in and for said County in the State of
Illinois, do hereby certify that Ross Green and Nancy Green, his wife, who is/are personally
known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing
instrument as such Borrower, appeared before me this day in person and acknowledged that
he/she/they signed and delivered the said instrument as his/her/their free and voluntary act and
for the uses and purposes therein set forth.
Circum 1 Comment of the Comment of t
Given under ny pand and official seal this 15th day of April , 2002.
$(\mathcal{L}, \mathcal{Q}_{\alpha})$
Hamila Purung
Notary Public
My Commission Expires
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 12/26/2003
7
State of Illinois
) SS
County of <u>CadC</u>)
I, David Sine, a notary public in and for said County in the State of Illinois, do hereby certify
that JOSEPH CALABRESE, SENIOR CREDIT ANALYST of Harris Trust and Savings Bank same
person whose name is subscribed to the foregoing instrument as such of said Corporation,
appeared before me this day in person and acknowledged that he/she signed and delivered the
said instrument as his/her own free and voluntary act, and as the free and voluntary act of said
Corporation, for the uses and purposes therein set forth.
" A Maria Ma
Given under my hand and official seal this day of, 2002
Mark
Notary Public
My Commission Expires:
"OFFICIAL SEAL"
X DAVID SINE
Notary Public, State of Illinois My Commission Expires 07/22/05
2. Constitution of the con