



Space above this line for recording data

Note # 8002163
Port # 227

NOTE AND MORTGAGE MODIFICATION AGREEMENT

This Note and Mortgage Modification Agreement ("Modification") is made and entered into this 5/22/02 day of May, 2002, with an effective date of May 1, 2002 by and between Abdul R. Manjee and Zebunnisa R. Manjee ("Borrower") and St. Joseph Capital Bank ("Bank").

RECITALS

A. Borrower has executed and delivered to Bank, a certain promissory note dated May 1, 2002 in the amount of \$ 250,000.00 ("Note"), secured by a real estate mortgage which is recorded in or under Mortgage Record 0020542652 of the Recorder's Office of Cook County, Illinois, ("Mortgage") and which covers the following described real estate:

See Attached Exhibit "A"

B. Borrower and Bank wish to modify and restate the Note and Mortgage. NOW THEREFORE, in consideration of the covenants and agreements herein contained and other valuable consideration, the parties agree that the Recitals above set forth are a part of this Modification for all purposes and further agree as follows:

1. **Modification.** The Note and Mortgage are hereby modified in the following respects:

A. Paragraph #3 PAYMENTS subparagraph (A) is modified to be effective **05-01-02** as follows:

I will make payments as follows: **342 Biweekly Payments of \$1,214.95 beginning 05-10-2002 and 1 Payment of \$915.44 on 06-19-2015.**

C. Paragraph #3 PAYMENTS subparagraph (B) **Maturity Date** will change to **06-19-2015.**

2. **Other Provisions and Restatement.** All of the terms, provisions and conditions of the Note and Mortgage shall remain in full force and effect to the extent they are not modified herein; and the Note and Mortgage, as modified hereby, shall continue in full force and effect.

3. **Other Documents.** All security documents (in addition to the Mortgage) securing the payment of the Note and all loan agreements and other agreements related to the Note (all of which may, or may not, have been modified earlier) are hereby modified to take into account and incorporate the modifications set forth in section 1. above, and such security documents, loan agreements and other agreements, as they may, or may not, have been modified earlier and as modified hereby, are hereby ratified and confirmed and shall remain in full force and effect.

4. **No Waiver.** If the signing of this Modification results in the waiver by the Bank of a default by Borrower, this signing shall not operate to waive, in the future, the same default by Borrower should it again occur; nor shall this signing operate, hereafter, to waive any other default by the Borrower

IN WITNESS WHEREOF, the parties hereto have executed this Modification on the day and year first above written.

BORROWER:

BY: Abdul R. Manjee
Abdul R. Manjee

BY: Zebunnisa R. Manjee
Zebunnisa R. Manjee

BANK:

ST. Joseph Capital Bank
BY: Marion A. Fulce
Marion Fulce, Vice President

3-2-3
M-Y
J.W.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Note and Mortgage Modification Agreement

STATE OF INDIANA)
) SS:

COUNTY OF St. Joseph

Before me, a Notary Public in and for said County and State, personally appeared, on this date, Abdul R. Manjee and Zebunnisa R. Manjee and acknowledged the execution of the foregoing document as their free act and deed.

Witness my hand and Notarial Seal, this 22 day of May, 2002.

Mary M Stickleby
(Signature)
Mary M Stickleby
(Typed or printed name)
Notary Public
My county of residence is St. Joseph County, Indiana

My Commission Expires:
Dec 28, 2009

STATE OF INDIANA)
) SS:

COUNTY OF St. Joseph

Before me, a Notary Public in and for said County and State, personally appeared, on this date, Marion Fulce, the Vice President of St. Joseph Capital Bank, and acknowledged the execution of the foregoing document as the free act and deed of said bank and his or her free act and deed as such officer.

Witness my hand and Notarial Seal, this 22 day of May, 2002.

Mary M Stickleby
(Signature)
Mary M Stickleby
(Typed or printed name)
Notary Public
My county of residence is St. Joseph County, Indiana

My Commission Expires:
Dec 28, 2009

This instrument was prepared by: M. Rumpf on behalf of St. Joseph Capital Bank, 3520 Edison Lakes Parkway, Mishawaka, Indiana

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY**

ORDER NUMBER: 1401 007987607 DB
STREET ADDRESS: 208 WEST WASHINGTON
CITY: CHICAGO **COUNTY:** COOK
TAX NUMBER: 17-09-444-003-0000

UNIT 2005

LEGAL DESCRIPTION:

PARCEL 1:

UNIT 2005 IN THE CITY CENTRE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

PART OF CANAL TRUSTEES SUBDIVISION OF LOT 7 IN BLOCK 41 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, PARTS OF BLOCK 41 IN THE ORIGINAL TOWN OF CHICAGO OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND PARTS OF THE SUBDIVISION OF PART OF LOT 8 IN BLOCK 41 IN THE ORIGINAL TOWN OF CHICAGO OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS TOGETHER WITH NON-EXCLUSIVE EASEMENTS CONTAINED IN THE THE DOCUMENT LISTED BELOW INCLUDING BUT NOT LIMITED TO PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS FOR THE BENEFIT OF THE AFORESAID PARCEL AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS DATED JUNE 1, 1999 AND RECORDED JUNE 3, 1999 AS DOCUMENT 99530391.

WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0010527300, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF 308 A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT NUMBER 0010527300.

UNOFFICIAL COPY

Property of Cook County Clerk's Office