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LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 24 day of September, 2002, between John J. Lindner and Catherine Lindner ("Borrower") and Charter One Bank, N.A. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated October 18, 2001 and recorded in Book or Liber As Document, at page(s) 0020115585 of the Records of 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 2640 Lincolnwood, Evanston, IL 60201.

The real property described being set forth as follows:

See Attached Exhibit A.

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):

1. After the application of all payments due on the Note through and including October 1, 2002, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") will be U.S. \$354,432.84, consisting of the unpaid amount(s) loaned to the Borrower by the Lender including advances, if any, and any interest capitalized to date, to which Mortgagor has no defenses, offsets or counterclaims.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.750%, from October 1, 2002. Borrower promises to make monthly payments of principal and interest of U.S. \$3,061.53, beginning on the first day of November 1, 2002, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If, on November 1, 2016 (the "Maturity Date"), Borrower still 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 Charter One Mortgage, Corp., Post Office Box 2800, Richmond VA 23058-2800, Attn: Payment Processing 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 the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by the 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 delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the 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, the 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.
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.

Handwritten mark resembling a stylized '4' or 'e'.

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IN WITNESS WHEREOF, the said parties have hereunto set their hands, or caused these presents to be signed by their duly authorized officers, the day and year first above mentioned.

Signed in the presence of:

BORROWER:

John J. Lindner
John J. Lindner

Print Witness' Name: Lisa Dahlgren
Lisa Dahlgren

Print Witness' Name: Laura Longo
Laura Longo

BORROWER:

Catherine Lindner
Catherine Lindner

Print Witness' Name: Lisa Dahlgren
Lisa Dahlgren

Print Witness' Name: Laura Longo
Laura Longo

ACKNOWLEDGMENT

State of IL)
County of LAKE) SS.

On the 24 day of September in the year 2002 before me, the undersigned, personally appeared John J. Lindner and Catherine Lindner. Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in his/her/their capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Carol A. Fletcher County of Lake
Notary Public State of Illinois
My Commission Expires:

Agreed to by:

Charter One Bank, N.A.

By: Pamela F. Dunn
Pamela F. Dunn, Vice President



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ACKNOWLEDGMENT

State of Virginia)
) SS.
County of Henrico)

I, Lisa D. Dance, a Notary Public in and for the State and county aforesaid, do certify that PAMELA F. DUNN, VICE PRESIDENT OF CHARTER ONE BANK, N.A., whose name is signed to the writing above, bearing date on the 24th day of September 2002, has acknowledged the same before me in my county aforesaid. Given under my hand this 4th day of October 2002.

Lisa D. Dance
Notary Public
My Commission Expires:
11-30-06

This instrument prepared by and after recording should be returned to:

Charter One Mortgage Corp.
Attn: Fixed Modification Specialist
10561 Telegraph Road
Glen Allen, VA 23059

ATTN: Natalie Woodson - COD 401

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Exhibit A

LOT 37 IN WESTERLAWN, A SUBDIVISION OF LOTS 9, 10, 11, AND 12 IN COUNTY CLERKS DIVISION IN THE SOUTHEAST FRACTIONAL $\frac{1}{4}$ OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 17, 1915 AS DOCUMENT 5772065, IN COOK COUNTY, ILLINOIS

05-33-422-014

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