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This document was prepared by:
Liberty Bank for Savings
7111 West Foster Avenue
Chicago, IL 60656-1988
V. Barbias

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5684/0076 54 001 Page 1 of 4
2003-03-10 09:39:26
Cook County Recorder 30.50



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Loan Number 193191525

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective, January 13, 2003, between MIDWEST TRUST SERVICES, INC., AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 20, 1996 AND KNOWN AS TRUST NUMBER 9616978 ("Borrower") and Liberty Bank for Savings ("Lender"), and amends and supplements (1) the Note made by the Borrower, dated September 24, 2001, in the original principal sum of U. S. \$201,000.00 and (2) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), recorded on October 11, 2001, as Document No. 0010944207 in Cook County, State of Illinois. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located in 1419 W. Grand, Chicago, Illinois 60622. That real property is described as follows:

Parcel 1: Lot 8 in Block 18 in Bickerdike's Addition to Chicago in the West 1/2 of the Northwest 1/4 of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lot 2 in the Subdivision of Lot 1 in Block 1 in Armour's Subdivision in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Index Number: 17-08-131-023-0000; 17-08-131-045-0000

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received the Borrower and Lender agree to modify the terms of the Note and Security Instrument for one or more of the following reasons. The Borrower and Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

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BY
MAY

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To reduce the initial interest rate from 6.625% to 6.125% effective with the February 1, 2003 due date.

To modify the Margin from 2.875% to 3.375%.

To modify/restate Change Date, Calculation of Changes and Limits on Interest Rate Changes as follows:

CHANGE DATE: The initial fixed interest rate I will pay will change to an adjustable rate on the first day of November, 2008 and the adjustable interest rate I will pay may change on that day every 12th month thereafter.

CALCULATION OF CHANGES: Before each Change Date, the Note Holder will calculate my new interest rate by adding 3.375% to the current index. The Note Holder will then round the result of this addition to the nearest 0.125%. Subject to the "LIMITS ON INTEREST RATE CHANGES" stated below, this rounded amount will be the new interest rate until the next Change Date.

LIMITS ON INTEREST RATE CHANGES: The interest rate I am required to pay at the first Change Date will not be greater than 11.125% or less than 3.375%. Thereafter my interest rate will never be increased or decreased on any single Change Date by more than 2.00% from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.125%.

WHEREAS, the parties desire to restate the modified terms of said loan so that there be no misunderstanding:

THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, Borrower and Lender agree as follows:

That as of the date of the Modification, the unpaid principal balance of indebtedness is \$198,426.12 all of which borrower promises to pay at a yearly initial rate of 6.125% payable in monthly installments of \$1,222.87 beginning on February 1, 2003 plus a sum estimated to be sufficient to discharge tax and insurance obligations (which estimate may be adjusted as necessary). Said initial interest rate will change in accordance with Section 4 (A) (B) (C) and (D) of the Note and Section (A) 4 (A) (B) (C) and (D) of the Adjustable Rate Loan Rider. Such monthly payment shall continue until the entire indebtedness evidenced by the Note is fully paid, except that any remaining indebtedness if not sooner paid shall be due and payable on November 1, 2021.

Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and 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 the Borrower is obligated to make under the Security Instrument.

Nothing in this Modification shall be understood to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

11/5/2008

LIBERTY BANK FOR SAVINGS

By: Valentina Barbias
Valentina Barbias, Vice President
Attest: Bernice Wawrzyniec
Bernice Wawrzyniec, Assistant Secretary

January 13, 2003

BORROWER:

SEE EXCULPATORY RIDER
ATTACHED TO AND
MADE PART. HEREOF.

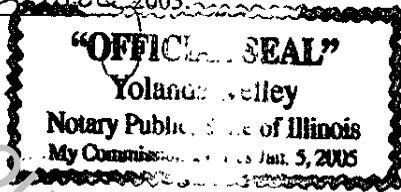
MIDWEST TRUST SERVICES, INC, AS TRUSTEE
UNDER TRUST AGREEMENT DATED 3-20-96
AND KNOWN AS TRUST NO. 9616978

BY: James Stenach January 16 2003 (date)

MIDWEST BANK AND TRUST COMPANY
As Successor Trustee to Midwest
Trust Services, Inc.

Subscribed and sworn to before me this 16th day of January, 2003.

Yolanda Kelley
Notary Public



CONSENT TO LOAN MODIFICATION

The undersigned endorser or endorsers, guarantor or guarantors, or other secondary obligor or obligors, including an original unreleased borrower or borrowers, hereby consent to the foregoing Loan Modification Agreement.

STEVEN W KOLLER (date)

Mail recorded document to:
Liberty Bank for Savings
7111 West Foster Avenue
Chicago, IL 60656-1988
Attention: V. Barbias

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EXCULPATORY RIDER

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Midwest Bank and Trust Company, as Trustee executes this **Loan Modification Agreement** under the provisions of Trust Agreement dated March 20, 1996 and known as Trust Number 96-1-6978, not personally but solely as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon written direction of the beneficiaries and/or holders of the power of direction of said Trust. Midwest Bank and Trust warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representation, warranties covenants, undertakings and agreements herein; made on the part of the trustee while in form purporting to be the said representation, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Midwest Bank and Trust Company in its individual capacity, but are made and intended solely for the purpose of binding only the Trust property specifically described herein. No personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Midwest Bank and Trust Company on account of any representations, warranties, covenants, undertakings and agreements contained in the instrument (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and releases, and any liability hereunder being specifically limited to the Trust Assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages or costs of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted; nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

County Clerk's Office