

# UNOFFICIAL COPY

00370226

3518/0043 52 001 Page 1 of 4  
2000-05-23 09:58:55  
Cook County Recorder 27.50



00370226

[Above Space Reserved For Recording]

DMI Loan No. 0013743539  
Prepared by and return to:  
Dovenmuehle Mortgage, Inc.  
1501 Woodfield Road, Suite 400 East  
Schaumburg, Illinois 60173  
Attention: William Hunter; 1-800-663-4238

## LOAN MODIFICATION AGREEMENT

This **LOAN MODIFICATION AGREEMENT** ("this Modification"), is effective March 30, 2000 between Jean M. Gresik ("Borrower", whether one or more), whose address is 221 N. Kenilworth #206 Oak Park, Illinois 60302 and Prism Mortgage Company ("Lender"), whose address is 440 N. Orleans Chicago, Illinois 60610, and amends and supplements: (1) the NOTE (the "Note") made by the Borrower dated July 7, 1999 in the original principal sum of US \$128,000.00 and (2) the MORTGAGE (the "Security Instrument") recorded on July 7, 1999 in document 99667203 pages 1-10 in the Office of Recorder, Cook County, 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 at 221 N. Kenilworth Avenue #206, Oak Park, Illinois 60302. That Property is legally described in EXHIBIT A attached hereto and made a part hereof.

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 (the "Parties") agree to modify the terms of the Note and Security Instrument as set forth below, and agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower X is, \_\_\_ is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued, but not been paid and the Lender has incurred, paid or otherwise advance taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$ 0-, have been added to the indebtedness under the terms of the Note and Security Instrument. As of March 30, 2000, the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") will be US \$21,124.40. Interest on the note is paid through February 29, 2000

SH  
PL  
CW

3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid in full. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 8.625%, beginning March 1, 2000. The Borrower promises to make monthly payments of principal and interest of US \$164.90, beginning on the first day of March 2000, and continuing thereafter on the same day of each succeeding month. If, on August 1, 2029 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Maturity Date. The Borrower will make such payments at P.O. Box 0054, Palatine, IL 60055-0054 or at such other place as the Lender may require.

4. If at any time the Borrower is in default, the Lender may, at its election, subject to any notice periods provided for in the Note, require the Borrower to pay immediately the Unpaid Principal Balance that remains unpaid at that time, interest that has accrued but not been paid, and any other sums that are evidenced and secured by the Note and Security Instrument.

5. 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 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.

6. Nothing in this Modification 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 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.

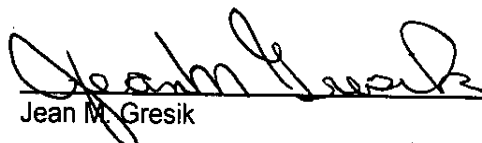
7. If one or more riders are executed by the Borrower and recorded together with this Modification, then the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification.

8. If the Borrower consists of more than one individual, their obligations under the Note and Security Instrument, as amended by this Modification, are joint and several.

9. This Modification may be executed and acknowledged in any number of counterparts and, by the different parties hereto, on separate counterparts, and the signature and acknowledgment pages of such executed and acknowledged counterparts may be collated by counsel for the Lender. It shall not be necessary for each party hereto to sign each counterpart. Execution of this Agreement at different times and places hereto shall not affect the validity hereof. All of such executed, delivered and acknowledged and collated counterparts, including collated signature and acknowledgment pages, shall for all purposes be deemed to be originals; and all such counterparts, taken together, shall constitute but one and the same Modification.

**BORROWER:**

5/11/00  
Date

  
Jean M. Gresik

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Mortgagor's Notarial Certificate of Acknowledgment

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jean M. Gresik

personally known to me to be the same person Jean M. Gresik whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as hers free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

IMPRESS SEAL HERE

Given under my hand and official seal, this 14 day of May, 2000  
Commission expires 12-17-2000

Elfriede Clifton  
NOTARY PUBLIC

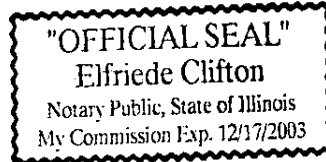


EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

Property Address: 221 N. Kenilworth, Unit #206, Oak Park, Illinois

Property Index Number: 16-07-115-047-1018

Legally described as follows:

UNIT NO. 206 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL):

LOT 9 AND THE NORTH 132 FEET OF LOT 10 IN BLOCK 2 IN KETTLESTRING'S ADDITION TO HARLEM, BEING A SUBDIVISION OF THE NORTH PART OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM MADE BY LAWDALE TRUST AND SAVINGS BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 10, 1971 AND KNOWN AS TRUST NUMBER 5767 AND RECORDED MARCH 6, 1973 IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 22240167; AND AMENDED FROM TIME TO TIME TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

# UNOFFICIAL COPY

00370226

**LENDER:**

State Street Bank and Trust Company as Trustee

ATTEST:

By: [Signature]  
Richard Dure

By: [Signature]

(Name)  
Its Assistant Secretary

**PETER T. CROKE**  
(Name)  
Its Vice President

**LENDER'S WITNESSES:**

[Signature]  
Maria Argueta

[Signature]  
Joshua Bogie

*Lender's Notarial Certificate of Acknowledgement:*

STATE OF Massachusetts  
COUNTY OF Suffolk )  
 ) ss.

I, ANDRZEJ KOCZKODAN, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that PETER T. CROKE and Richard Dure, personally known to me to be Vice President and Assistant Secretary of STATE STREET BANK AND TRUST, A MASS BANKING corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such Vice President and Assistant Secretary and by authority granted to them by the Board of Directors of said Corporation, they signed and delivered the said instrument of writing as Vice President and Assistant Secretary of said Corporation, as their free and voluntary act and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21ST day of APRIL, 2000.

[Signature]  
Notary Public

My commission expires: \_\_\_\_\_

(Impress official seal here)

This instrument prepared by, and after recording, please return it to:

150 Woodfield Road, Suite 400 East  
Schaumburg, Illinois 60173-4982  
Attention: William Hunter  
Phone: 1-800-669-4268 extension 4029

