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Eugene "Gene" Moore Fee: \$40.00
Cook County Recorder of Deeds
Date: 04/16/2003 11:48 AM Pg: 1 of 9

This Instrument Prepared By and After
Recording Should Be Returned to:
Charter One Bank, N.A.
1215 Superior Avenue, 6th Floor
Cleveland, Ohio 44114
Attn: Commercial Loan Servicing Dept.
Mail Code: SU670

36030 Title Title

Property of Cook County Clerk's Office

LOAN MODIFICATION AGREEMENT

Loan No. 61-1014365

9. ju

This Loan Modification Agreement (hereinafter referred to as the "Agreement") is entered into by and among LASALLE BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO BANK ONE TRUST CO., N.A., fka BANK ONE CHICAGO, N.A. AS SUCCESSOR TO FIRST ILLINOIS BANK OF WILMETTE, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 8, 1990 AND KNOWN AS TRUST NO. TWB-0867, DENNIS J. O'KEEFE and MARY JO BARRETT (hereinafter collectively referred to as "Borrower"), and CHARTER ONE BANK, N.A., a corporation organized and doing business under the laws of the United States of America, formerly known as Charter One Bank, F.S.B., successor by merger to successor by merger to St. Paul Federal Bank for Savings (hereinafter referred to as "Lender").

WITNESSETH:

WHEREAS, Borrower obtained a loan (the "Loan") from St. Paul Federal Bank for Savings (hereinafter referred to as "St. Paul") in the original amount of Four Hundred Twenty Thousand Dollars U.S. (\$420,000.00) which loan is evidenced by a promissory note (hereinafter referred to as the "Note") dated August 26, 1994, executed by Borrower; and

WHEREAS, the Note is secured by a mortgage, assignment of leases and rents, security agreement and financing statement (hereinafter referred to as the "Mortgage") of even date with the Note from Borrower to St. Paul, which Mortgage was recorded on August 26, 1994 at 14:52:00 as Document No. 94-756508 of the Official Records of Cook County, Illinois, and covers certain real property located in said County more fully described on Exhibit A attached hereto and made a part hereof (the "Property"); and

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WHEREAS, Borrower executed an amendment to promissory note (hereinafter referred to as the "Amendment to Note"), which amended the Note in certain respects (the Note and the Amendment to Note are collectively referred to as the "Amended Note"); and

WHEREAS, Borrower also executed an amendment to mortgage, assignment of leases and rents, security agreement and financing statement and related agreements (hereinafter referred to as the "Amendment to Mortgage"), dated July 23, 1999, which Amendment to Mortgage was recorded on August 27, 1999 at 11:01:25 as Document No. 99-822249 of the Official Records of Cook County, Illinois, and covers the Property (the Mortgage and the Amendment to Mortgage are collectively referred to as the "Amended Mortgage"); and

WHEREAS, Borrower has also executed other documents evidencing, securing and relating to Borrower's obligations concerning the Loan (collectively, such documents together with the Note, the Amendment to Note, the Mortgage and the Amendment to Mortgage are referred to herein as the "Loan Documents"); and

WHEREAS, Charter One Bank, F.S.B. became the successor in interest to the Loan by virtue of the merger of St. Paul Federal Bank for Savings into Charter One Bank, F.S.B., effective as of October 1, 1999; and on May 7, 2002, Charter One Bank, F.S.B. converted from a federal savings bank to a national banking association and changed its name to Charter One Bank, N.A.; and

WHEREAS, the principal balance outstanding on the Loan, as evidenced by the Amended Note is Three Hundred Sixty Thousand Eight Hundred Twenty Dollars and Ninety-Six Cents U.S. (\$360,820.96), after application of all payments due and owing on the Amended Note through March 1, 2003; and

WHEREAS, all of the terms, conditions, provision and covenants contained in the Loan Documents are desired by Borrower and Lender to be and are hereby incorporated by reference herein as if fully rewritten herein all unchanged except to the extent modified herein.

NOW, THEREFORE, for good and valuable consideration, the mutuality, sufficiency and receipt of which is hereby acknowledged, Borrower and Lender agree as follows:

1. THE LOAN DOCUMENTS:

The Amended Note and the Amended Mortgage shall be amended as follows:

RATE OF INTEREST. On April 1, 2003, the rate of interest shall be adjusted to be equal to five and twenty one-hundredths percent (5.20%) per annum. On April 1, 2008 (the "Change Date"), the rate of interest hereon shall be adjusted to be equal to the greater of: (a) four and ninety-five one-hundredths percent (4.95%); or (b) one hundred seventy-five (175) basis points plus the Current Index. The adjusted rate of interest will become effective on the Change Date. The "Index" shall be the interest rate for Fixed Rate Advances for a term of five (5) years as published by the Federal Home Loan Bank of Cincinnati on its website at <http://www.fhlbcin.com>. The most recent Index figure

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available on the Change Date is called the "Current Index". Interest shall be computed on the aggregate principal sum outstanding from time to time, on a basis of a three hundred sixty (360) day year, but shall be charged for the actual number of days within the period for which interest is being charged.

REPAYMENT. Principal and interest shall be payable in monthly installments as follows:

On the first day of May, 2003 and continuing on the first day of each and every month thereafter up to and including April 1, 2008, the Borrower shall pay to the order of Lender monthly installments of principal and interest in the amount of Two Thousand Three Hundred Forty-One Dollars and Thirty-Six Cents U.S. (\$2,341.36). On May 1, 2008, the installments of principal and interest shall be adjusted by the Lender based upon changes in the rate of interest, so that the changed installments would be sufficient to repay the principal hereunder in full over the amortization period remaining of a two hundred fifty-seven (257) month amortization, beginning with April 1, 2003. In any event, if not sooner paid, on the first day of May, 2013 (the "Maturity Date"), Borrower shall pay to Lender the unpaid principal balance then outstanding under the Amended Note in full, together with all accrued but unpaid interest and other sums due Lender under the Amended Note or any of the Loan Documents.

PREPAYMENT. Borrower shall have the right to prepay all, or any portion, of the unpaid principal amount of the indebtedness evidenced by the Amended Note, together with (a) any accrued and unpaid interest thereon, and (b) a prepayment premium equal to the product obtained by multiplying (i) the principal amount of the prepayment, and (ii) the Percentage set forth below for the Loan Year (hereinafter defined) during which such prepayment was made:

<u>Loan Year</u>	<u>Percentage</u>
1	5.00%
2	4.00%
3	3.00%
4	2.00%
5	1.00%
6	1.00%
7 and thereafter	-0-

As used herein, the term "Loan Year" shall mean each successive one (1)-year period, the first such Loan Year commencing on April 1, 2003, and each succeeding Loan Year commencing on each successive anniversary of April 1, 2003. The payment of any partial prepayment shall not relieve Borrower from the obligation to make subsequent scheduled monthly installments of principal and interest due hereunder.

In the event that Lender shall accelerate the maturity of the Amended Note due to Borrower's default under the Amended Note or under any of the Loan Documents, and there shall be tendered to Lender, whether by Borrower or upon distribution of proceeds

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of foreclosure sale, an amount equal to the entire unpaid principal balance of the indebtedness evidenced hereby, together with all accrued and unpaid interest thereon and all other sums or charges due hereunder or under any of the Loan Documents, such tender shall be deemed to be a voluntary prepayment of the Amended Note and incomplete and ineffective unless such tender is accompanied by the prepayment premium computed as set forth above. Lender shall be entitled, to the fullest extent not then prohibited by applicable law, to recover such prepayment premium in any proceedings, at foreclosure or otherwise, to enforce collection of the indebtedness evidenced hereby. Recovery of the prepayment premium shall be a condition precedent to Lender's acceptance of such prepayment. Without limiting the generality of the foregoing, the amount of such prepayment premium so computed shall be included in and a part of the aggregate indebtedness evidenced hereby and secured by the Loan Documents upon the prosecution of foreclosure proceedings and/or the exercise of other rights or remedies by the Lender in the event of a default by the Borrower.

The following shall not be deemed a voluntary prepayment of the Amended Note and there shall be no prepayment premium due and payable as a result thereof: (a) the application of insurance proceeds which become available, or any other damages recovered in connection with any eminent domain proceeding, by Lender in reduction of the indebtedness evidenced hereby in accordance with the terms of the Amended Mortgage (hereinafter defined); and (b) acceleration of the indebtedness evidenced hereby as a result of imposition of a mortgage tax or other tax or action adversely affecting the value of the Amended Mortgage, in accordance with Paragraph 7 of the Amended Mortgage.

2. PRIORITY OF AMENDED MORTGAGE.

The Amended Mortgage shall in all respects as of the date of recording of this Agreement be a valid and existing first mortgage lien covering the Property (less any part thereof previously released by Lender), and such priority of the Amended Mortgage shall be evidenced by an ALTA Mortgagee's policy of title insurance acceptable to Lender in all respects.

3. MODIFICATION FEE.

Borrower shall pay to Lender, on or before the date hereof, a loan modification fee equal to One Thousand Six Hundred Dollars U.S. (\$1,600.00).

4. RECORDING; EFFECTIVE DATE.

This Agreement shall be effective upon the date it is delivered to the title company for its recording in the Amended Mortgage Records of Cook County, Illinois, provided that the requirements of Paragraphs 2 and 3 of this Agreement have been satisfied in Lender's sole determination.

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5. HEADINGS.

Paragraph or other headings contained in this Agreement are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Agreement.

6. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement among the parties hereto concerning the subject matter hereof, and there are no agreements, understandings, warranties, or representations among the parties except as specifically set forth in or specifically referenced in this Agreement. The terms, conditions, provisions and covenants of the Amended Note and the Amended Mortgage shall remain unchanged except to the extent specifically modified hereby.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, permitted transferees and assigns.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in triplicate on March 28, 2003.

BORROWER:

LASALLE BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO BANK ONE TRUST CO., N.A. fka BANK ONE CHICAGO, N.A., AS SUCCESSOR TO FIRST ILLINOIS BANK OF WILMETTE, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 8, 1990, AND KNOWN AS TRUST NO. TWB-0867

The instrument is executed by LaSalle Bank National Association, not personally but solely as trustee in the exercise of the power and authority conferred upon and verified in each of the Trusts. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements on the part of the trustee are undertaken by it solely in its capacity as trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the trustee in this instrument.

By: *Lisa Wilburn*

LISA S. WILBURN, its **TRUST ADMINISTRATOR**

Dennis J. O'Keefe
DENNIS J. O'KEEFE, an Individual

Mary Jo Barrett
MARY JO BARRETT, an Individual

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LENDER:

CHARTER ONE BANK, N.A.

By: Donald L. Baker
Donald L. Baker, its Senior Vice President

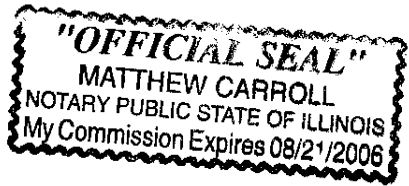
**DONALD L. BAKER
SENIOR VICE PRESIDENT
CHARTER ONE BANK, N.A.**

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Before me, a Notary Public in and for said County and State, personally appeared the above-named LASALLE BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO BANK ONE TRUST CO., N.A., fka BANK ONE CHICAGO, N.A. AS SUCCESSOR TO FIRST ILLINOIS BANK OF WILMETTE, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 8, 1990 AND KNOWN AS TRUST NO. TWB-0867, by John Wilson its **TRUST ADMINISTRATOR**, who acknowledged that (s)he did sign the foregoing instrument for and on behalf of said trust, and that the same is the free act and deed of said Trust, and the free act and deed of him/her personally and as such officer of the Trustee of the Trust.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Chicago, Illinois, this 28 day of March, 2003.

Matthew Carroll
Notary Public



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STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

Before me, a Notary Public in and for said County, this day personally appeared the above-named DENNIS J. O'KEEFE, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Chicago, Illinois, this 28 day of March, 2003.

Barry Gaud
Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

Before me, a Notary Public in and for said County, this day personally appeared the above-named MARY JO BARRETT, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Chicago, Illinois, this 28 day of March, 2003.


Barry Gaud
Notary Public

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STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named CHARTER ONE BANK, N.A., by Donald L. Baker, its Senior Vice President, who acknowledged that he did sign the foregoing instrument for and on behalf of said corporation, and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Cleveland, OH, this 31st day of March, 2003.



Notary Public

HOLLY H. HAGEMEISTER
Notary Public, State of Ohio
My Commission Expires March 12, 2006

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EXHIBIT A

61-1014365

61-9440389

Legal Description:

LOT 10 AND 11 (EXCEPT THE EAST 10 FEET THEREOF) IN BLOCK 2 IN ADAM AND BROWN'S ADDITION TO EVANSTON SAID ADDITION BEING A SUBDIVISION OF THAT PART OF THE NORTH 1/4 OF THE NORTH 1/4 OF THE SOUTHWEST 1/4 LYING EAST OF RIDGE ROAD OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address

821-27 Elmwood, Evanston, Illinois

PIN

11-19-302-014

11-19-302-015

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