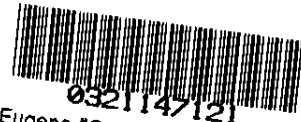


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This Instrument Prepared By and After
Recording Should Be Returned to:
Charter One Bank, N.A.
1215 Superior Avenue, 6th Floor
Cleveland, Ohio 44114
Attn: Commercial Loan Servicing Dept.
Mail Code: SU670

4876335

7/10/03



0321147121
Eugene "Gene" Moore Fee: \$38.00
Cook County Recorder of Deeds
Date: 07/30/2003 11:11 AM Pg: 1 of 8

LOAN MODIFICATION AGREEMENT

Loan No. 63-1174153

This Loan Modification Agreement (hereinafter referred to as the "Agreement") is entered into by and between THOMAS E. WARNKE and MICHAEL J. MACZKA (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 Charter One Bank, F.S.B., successor by merger to Liberty Federal Bank (hereinafter referred to as "Lender").

WITNESSETH:

WHEREAS, Borrower obtained a loan (the "Loan") from Liberty Federal Bank (hereinafter referred to as "Liberty Federal") in the original amount of Seven Hundred Fifty Thousand Dollars U.S. (\$750,000.00) which loan is evidenced by a promissory note (hereinafter referred to as the "Note") dated May 25, 2001, executed by Borrower; and

WHEREAS, the Note is secured by a mortgage and security agreement (hereinafter referred to as the "Mortgage") of even date with the Note from Borrower to Liberty Federal, which Mortgage was recorded on June 7, 2001 at 09:15:40 as Document No. 10490845 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

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 and the Mortgage are referred to herein as the "Loan Documents"); and

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WHEREAS, effective as of July 2, 2001, Charter One Bank, F.S.B. became the successor in interest to the Loan by virtue of the merger with Liberty Federal Bank; 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 Note is Seven Hundred Twenty-Five Thousand Forty-Four Dollars and Seventy-Six Cents U.S. (\$725,044.76), after application of all payments due and owing on the Note through June 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 Note and the Mortgage shall be amended as follows:

RATE OF INTEREST. On August 1, 2003, the rate of interest shall be adjusted to be equal to three and seventy-eight one-hundredths percent (3.78%) per annum. On August 1, 2006 and on the first day of the month every thirty-six (36) months thereafter, (the "Change Date"), the rate of interest hereon shall be adjusted to be equal to the greater of: (a) three and fifty-three one-hundredths percent (3.53%); or (b) one hundred seventy-five (175) basis points plus the Current Index. This amount will be the interest rate in effect until the next Change Date. The adjusted rate of interest will become effective each Change Date. A "Change Date" is a date on which the interest rate could change. The "Index" shall be the interest rate for Fixed Rate Advances for a term of three (3) years as published by the Federal Home Loan Bank of Cincinnati on its website at <http://www.fhlbcin.com>. The most recent Index figure 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.

In the event the Index is discontinued and a substitute or substitutes is provided therefor, then such substitute which in the judgment of the Lender most nearly provides the measurement now being provided by the Index shall be used in lieu of the Index.

In the event the Index is discontinued and no substitute is provided therefor, any index, service or publication which in the judgment of the Lender most nearly provides the measurement now being provided by the Index shall be used in place of the Index.

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

On the first day of September, 2003 and continuing on the first day of each and every month thereafter up to and including August 1, 2006, the Borrower shall pay to the order of Lender monthly installments of principal and interest in the amount of Three Thousand Nine Hundred Sixty-Two Dollars and Eighty-Six Cents U.S. (\$3,962.86). On September 1, 2006, 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 a two hundred seventy-four (274) month amortization, beginning with August 1, 2003. In any event, if not sooner paid, on the first day of August, 2013 (the "Maturity Date"), Borrower shall pay to Lender the unpaid principal balance then outstanding under the Note in full, together with all accrued but unpaid interest and other sums due Lender under the 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 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	3.00%
2	2.00%
3	1.00%
4	1.00%
5 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 August 1, 2003, and each succeeding Loan Year commencing on each successive anniversary of August 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 Note due to Borrower's default under the Note or under any of the Loan Documents, and there shall be tendered to Lender, whether by Borrower or upon distribution of proceeds 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 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

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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 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 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 Mortgage, in accordance with Paragraph 7 of the Mortgage.

2. PRIORITY OF MORTGAGE.

The 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 Mortgage shall be evidenced by an ALTA Mortgagee's policy of title insurance acceptable to Lender in all respects.

3. MODIFICATION AND DOCUMENTATION FEES.

Borrower shall pay to Lender, a loan modification fee equal to Three Thousand Six Hundred Fifteen Dollars U.S. (\$3,615.00) and a documentation fee equal to Five Hundred Dollars U.S. (\$500.00), for a total of Four Thousand One Hundred Fifteen Dollars U.S. (\$4,115.00) in fees due on or before the date hereof. Borrower will also be responsible for filing and title endorsement fees.

4. RECORDING; EFFECTIVE DATE.

This Agreement shall be effective upon its recording by Lender in the 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.

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.

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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 Note, the Mortgage and the other Loan Documents shall remain unchanged except to the extent specifically modified hereby.

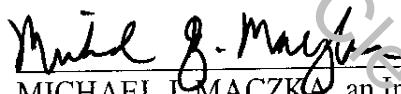
This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, permitted transferees and assigns.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in triplicate on JUNE 30, 2003.

LOAN BORROWER:



THOMAS E. WARNKE, an Individual

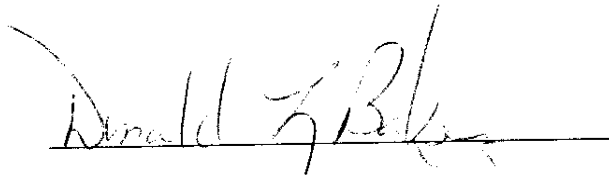


MICHAEL J. MACZKA, an Individual

LENDER:

CHARTER ONE BANK, N.A.

By:



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

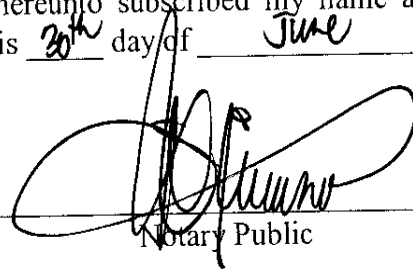
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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Before me, a Notary Public in and for said County, this day personally appeared the above-named THOMAS E. WARNKE, 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 20th day of June, 2003.





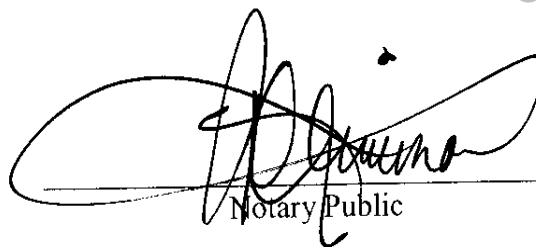
Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Before me, a Notary Public in and for said County, this day personally appeared the above-named MICHAEL J. MACZKA, 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 20th day of June, 2003.





Notary Public

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STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

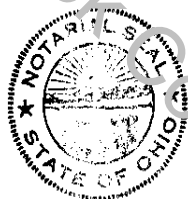
Before me, a Notary Public in and for said County and State, personally appeared the above-named CHARTER ONE BANK, N.A., by DONALD L. BAKER, its SR. Vice President, who acknowledged that he did sign the foregoing instrument for and on behalf of said corporation, and that the same is the free act and 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, OHIO, this 2ND day of JULY, 2003.

Robert A. Mihalko

Notary Public

Robert A. Mihalko
Notary Public, STATE OF OHIO
My Commission Expires February 4, 2006
(Recorded in Lorain County)



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EXHIBIT A

LEGAL DESCRIPTION

THE WEST 19 FEET 11-3/8 INCHES OF LOT 2 IN THE SUBDIVISION BY WISCHEMEYER AND HEALY OF THE SOUTH 1/2 OF LOT 11 AND THE EAST PART OF LOT 12 IN THE ASSESSORS DIVISION OF BLOCK 2 IN THE SUBDIVISION BY THE COMMISSIONERS OF THE ILLINOIS AND MICHIGAN CANAL OF THE SOUTH FRACTION OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF FIRST NAMED SUBDIVISION RECORDED IN BOOK 45 OF MAPS, PAGE 7, IN COOK COUNTY, ILLINOIS.

P.I.N. 17-03-201-054-0000

COMMONLY KNOWN AS: 68 EAST CEDAR STREET, CHICAGO, ILLINOIS 60611

Property of Cook County Clerk's Office