

LOAN NO. 20-450716-6



This Instrument was prepared by: Gerald Haase

Doc#: 0403744105 Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 02/06/2004 03:01 PM Pg: 1 of 4

Central Federal Savings and Loan Association of Chicago 1601 W. Belmont Ave. Chicago, IL 60657

First Loan Extension And Modification Agreement

WHEREAS, ***CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO*** (hereinafter referred to as "Mortgagee"), loaned to ***LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, SOLELY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 2, 1995, AND KNOWN AS TRUST NO. 300445-07, AND NOT PERSONALLY*** (hereinafter referred to as "Mortgagor"),

the principal sum of ****SIX HUNDRED EIGHTY THOUSAND AND NO/100**** DOLLARS (***\$680,000.00***),

as evidenced by a Note and Mortgage dated JANUARY 25, 2002, which Mortgage is duly recorded in the Recorder's Office of Cook County, Illinois, as Document Number ****021136312****, conveying to CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, certain real estate in Cook County, Illinois, described as follows, to-wit:

LOT 44 AND THE EAST 1/2 OF LOT 43 IN BLOCK 9 IN GROSS NORTH ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTHWESTERLY 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ****

COMMONLY KNOWN AS: 1713 W. MELROSE ST., CHICAGO, IL 60657

P/R/E/I #14-19-434-017-0000

WHEREAS, the undersigned Mortgagor does hereby request the Mortgagee to: a) reduce the current interest rate effective for the payment due on OCTOBER 1, 2003; and b) extend the term on the Note; and

WHEREAS, Mortgagee is willing to reduce the current interest rate on the Note from ***SEVEN*** percent (***\$7.00%***) per annum to ****FOUR**** percent (***\$4.00%***) per annum beginning on OCTOBER 1, 2003 until the first Interest Change Date on DECEMBER 1, 2004 as hereinafter defined; and extend the term on the Note for an additional ***FIVE*** (****5****) years;

THEREFORE, for and in consideration of the premises and other good and valuable considerations, the undersigned Mortgagor and Mortgagee mutually agree to: (a) an adjustable interest rate with interest rate changes based upon the weekly average yield on United States Treasury Securities adjusted to a constant maturity of ***ONE*** (***1***) year, as made available by the Federal Reserve Board. The most recent Index figure available as of 45 days before each Change Date is called the "Current Index"; (b) have the Mortgagee calculate the new interest rate before each Change Date by adding ****TWO AND THREE-QUARTERS**** percent (****2.75%****) (called the "Margin") to the "Current Index", the sum of which will become the new interest rate; (c) annual interest rate changes beginning on DECEMBER 1, 2004, and annually thereafter on the

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same day every year, known as the "Interest Change Date"; any change in the interest rate effective on any Change Date shall not exceed ****TWO**** percentage points (****2.00%****), the interest rate on any Change Date will not exceed ***TWELVE*** percent (****12.00%****) per annum; also known as the "Maximum Interest Rate"; and (d) annual interest changes based upon the then "Current Index" and "Margin" as described in (a), (b), and (c) above.

FURTHERMORE, notwithstanding the foregoing, the undersigned Mortgagor and Mortgagee mutually agree to (a) an initial interest rate of ****FOUR**** percent (****4.00%****) per annum beginning on OCTOBER 1, 2003, until the next "Interest Change Date" described above; (b) Mortgagor will make monthly payments for principal and interest in monthly installments of ****\$2,236.97**** per month beginning on OCTOBER 1, 2003 until the next Payment Change date on JANUARY 1, 2005; (c) annual changes for principal and interest payments (using a twenty-five year amortization schedule for this Modification) beginning on JANUARY 1, 2005, and every twelve months thereafter, known as the "Payment Change Date"; (d) an initial monthly escrow payment of ****\$413.03****; (e) Mortgagee will mail or deliver a notice before each Change Date to advise Mortgagor of (i) the new interest rate on this loan as of the Change Date; (ii) the amount of the monthly payment following the Change Date; (iii) any additional matters which the Mortgagor is required to disclose; and (iv) the title and telephone number of a person who will answer any question Mortgagor may have regarding the notice; (f) extend the Note maturity date from APRIL 1, 2005 to APRIL 1, 2010; and (g) the entire unpaid principal balance and any unpaid accrued interest thereon, if not sooner paid, shall be due and payable in full on APRIL 1, 2010.

The terms, covenants, and conditions contained in the Note and Mortgage dated JANUARY 25, 2002, are hereby incorporated herein by this reference and the same are hereby reaffirmed as of the date hereof, such terms, covenants and conditions hereby continuing in full force and effect except as otherwise modified or provided herein.

This Loan Extension and Modification by said Mortgagor(s) is joint and several and shall bind them, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument this 20TH day of NOVEMBER, 2003.

MORTGAGOR:

This First Loan Extension and Modification Agreement is executed by the undersigned, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable only out of the property specifically described in said Mortgage securing the payment hereof, by the enforcement of the provisions contained in said Mortgage. No personal liability shall be asserted or be enforceable against the undersigned or any person interested beneficially or otherwise in said property specifically described in said Mortgage given to secure the payment hereof, or in the property or funds at any time subject to said trust agreement, because or in respect of the note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor, co-signer, surety or endorser hereof, if any, and each original and successive holder of the note accepts the same upon the express condition that no duty shall rest upon the undersigned to requestor the rents, issues and profits arising from the property described in said Mortgage, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of the note or of any installment thereof, the sole remedy of the holder thereof shall be by foreclosure of said Mortgage given to secure the indebtedness evidenced by the note, in accordance with the terms and provisions in said Mortgage set forth or by action to enforce the personal liability of the guarantor, co-signer, surety, or endorser, if any, of the payment thereof, or both.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Asst. Vice President, and its corporate seal to be hereunto affixed and attested by its Asst. Vice Secretary, this 20TH 5TH day of NOVEMBER, 2003.
December

LA SALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Solely as Trustee as aforesaid and not personally

ATTEST: Attestation not required by LaSalle Bank National Association Bylaws
Its _____ Secretary

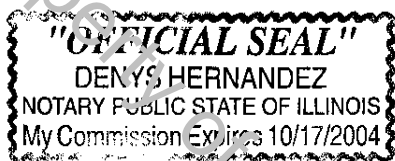
By: [Signature]
Its Asst. Vice President

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STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY THAT Thomas P. Kovacs of ****LASALLE BANK NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**** and _____ of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASSISTANT VICE PRESIDENTS and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said AVP did also then and there acknowledge that he/she, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of December, 2003.



Denys Hernandez
Notary Public

CONSENT TO LOAN EXTENSION AND MODIFICATION AGREEMENT

The undersigned Beneficiaries/Guarantors hereby consent to the foregoing loan extension and modification.

Epaminondas Kourkouvis

Konstantina Kourkouvis

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 ****EPAMINONDAS KOURKOUVIS AND KONSTANTINA KOURKOUVIS, HIS WIFE****

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 4th day of December, 2003.



Nicholas Geroulis
Notary Public

