

# UNOFFICIAL COPY

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DEPT-01 RECORDING \$29.50  
140012 TRAN 9763 12/20/94 15:32:00  
#2039 PSK \* -04-059740  
COOK COUNTY RECORDER

\_\_\_\_\_(Space Above Line for Recording Date)\_\_\_\_\_

## LOAN MODIFICATION AGREEMENT

Loan #: 322271

This Loan Modification Agreement ("Agreement") made this 31<sup>st</sup> day of Dec, 1994, between First National Bank and Trust Company of Burrington, A National Banking Association not personally but as Trustee under the provisions of a Trust Agreement dated December 13, 1979 and known as Trust Number 11-2016 ("Borrower") and First Federal Savings and Loan Association of Chicago ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated January 4, 1980 and recorded in Book or Liber \_\_\_\_\_, at page(s) \_\_\_\_\_ OR Document/Instrument # 31-41-329 of the Recorder's Office of Cook County, Illinois (County and State, or other Jurisdiction) and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 1529 W. Estes #3A Chicago, Illinois 60626-2648 (Property Address)

the real property described being set forth as follows:

See Attached Legal Description

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- As of December 1, 1994 the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 10,987.37, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- The Borrower promises to pay the Unpaid Principal balance, plus interest, to the order of the Lender. Beginning on January 1, 1995, interest on the Unpaid Principal Balance will be reduced from a yearly rate of 10.875% to the yearly rate of 9.50% (the "rate of interest"). The Borrower promises to make monthly payments of principal and interest of U.S. \$ 139.25 beginning on the 1st day of January, 1995 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.

The Borrower will make payments at Citicorp Mortgage, Inc., 15851 Clayton Road, Ballwin, MO 63011 or at such other place as the Lender may require.

- The Maturity Date of the Note and Security Instrument are extended from January 1, 2005 to February 1, 2005. If on the Maturity Date, the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower

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Harris Bank Services, formerly

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will pay these amounts in full on the Maturity Date.

- 4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payment of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument, including all terms and provisions of the Note.
- 5. Nothing in this agreement 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 Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions hereof, as amended by this Agreement.

SEE EXCULPATORY RIDER ATTACHED  
HERE TO AND THERE A FURTHER COPY OF

Witness: \_\_\_\_\_

First Bank Burdette, National Association (Seal) formerly  
First National Bank and Trust Company of  
Burrington, A National Banking Association

Witness: \_\_\_\_\_

By: Mary D. Wilson (Seal)  
Mary D. Wilson, Land Trust Officer  
(Borrower)

Charlene K. Willey (Seal)  
Charlene K. Willey, Assistant Trust Officer  
(Seal)  
(Borrower)

Witness: \_\_\_\_\_

Lender: Citibank, Federal Savings Bank  
By: Randall Dotson  
Randall Dotson

Witness: \_\_\_\_\_

Its: Vice President, Citicorp Mortgage, Inc.  
Attorney-in-Fact Citibank, F.S.B.

**Record and Return:**

Citicorp Mortgage, Inc.  
Document Collection  
P. O. Box 790021  
St. Louis, MO 63179-0021

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## EXCULPATORY RIDER

This instrument is executed by the Harris Bank Barrington, N.A. as Trustee under the provisions of a Trust Agreement dated 12/22/99, and known as Trust no. 1120/6, 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 the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris Bank Barrington, N.A. warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, arising herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris Bank Barrington, N.A. in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris Bank of Barrington, N.A. on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existant Hazardous Waste) 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 which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) 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, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses 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.

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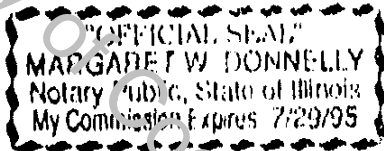
State of Illinois )  
 ) :SS  
County of Cook )

On this 27th day of Nov, 1994 before me personally appeared Mary D. Wilson, Land Trust Administrator by Virtue of her Title Officer, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Margaret W. Donnelly  
Notary Public

My commission expires:



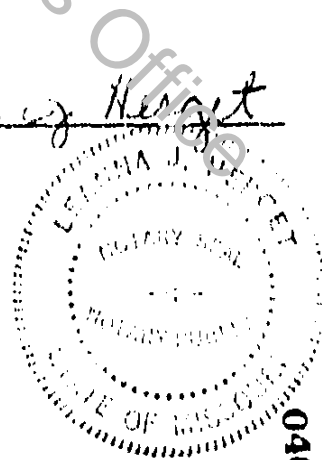
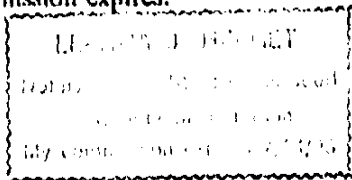
State of Missouri )  
 ) :SS  
County of St. Louis )

On this 13 day of DECEMBER 1994, before me personally appeared Randall Dotson, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Leanna J. Hargett  
Notary Public

My commission expires:



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Property of Cook County Clerk's Office  
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Unit Number 1528.3A in Tender Commons Condominiums as delineated on Survey of the following described parcel of Real Estate (hereinafter referred to as "Parcel"): The West 50.0 feet of the East 100.0 feet of the West 300.0 feet of L<sup>2</sup> 3 in Block 55 in Rogers Park, a Subdivision of part. of Sections 20, 31 and 37, Township 4<sup>th</sup> North, Range 14 East of the Third Principal Meridian, which is attached as Appendix "A" to the Declaration of Condominium Ownership made by The North Shore National Bank of Chicago, a national banking association, as Trustee, under Trust Agreement dated October 8, 1979 and known as Trust Number 426, registered in the Office of the Registrar of Titles of Cook County, Illinois on 1-18-80 as Document Number 314187 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on 1-18-80 as Document Number 253,7205, together with an undivided 1/32 percent interest in said Parcel (excepting from said Parcel, the property and space comprising all the Units as defined and set forth in said Declaration and Survey), all in Cook County,