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And When Recorded Mail To:

8536/0109 04 001 Page 1 of 4
1998-12-21 09:40:14
Cook County Recorder 27.00

Pamela R. Sierra
Harris Trust and Savings Bank
200 West Monroe St. 12th floor
Chicago, IL 60606



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LOAN MODIFICATION AGREEMENT

CTIC.
This Loan Modification Agreement ("Agreement") is made this 19th day of November, 1998, by and between *Michael L. Wilcox and Elizabeth S. Ryan, his wife as tenants by the entirety* ("Borrower") and *Harris Trust and Savings Bank* ("Lender") and amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated *February 11, 1998* and recorded in *Cook*, as Document Number *98137273* and (2) the corresponding Note ("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", the real property being described as follows:

Common Address: *2333 Lincoln Street, Evanston, Illinois 60201*

Parcel Number: *10-12-106-011-0000*

Legal Description: *LOT 7 AND (EXCEPT THE EAST 20 FEET) LOT 6 IN BLOCK 2 IN SAMUEL POLKEY'S SUBDIVISION OF BLOCKS 2, 3, 4, AND 5 IN JOHN CULVER'S SUBDIVISION OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS*

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows:

AGREEMENTS

(In this Agreement, an "X" in any box means that the provision following the X is applicable to Borrower's Note and Security Instrument. "NA" in any box means that the provision following the NA is not applicable to Borrower's Note and Security Instrument. Borrower should disregard any provision preceded by a NA.)

BOX 333-CT1

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1. Lender is the owner and holder of Borrower's Note and Security Instrument and at Borrower's request, has agreed to modify Borrower's Note and Security Instrument pursuant to the terms of this Agreement. Borrower promises to pay the unpaid principal, plus accrued interest and any other charges under Borrower's Note and Security Instrument to the order of Lender at Harris Trust and Savings Bank, 111 W. Monroe Street, 200-19, Chicago, Illinois 60603 or at such other address as Lender may designate.

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2. Borrower has made a lump sum payment of U.S. \$N/A to Lender and Lender hereby confirms that as of N/A, the amount payable under Borrower's Note and Security Instrument is U.S. \$ N/A.

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3. (A) Borrower's yearly rate of interest will not change. ~~16615108P MC 4450011~~

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3. (B) Borrower's yearly rate of interest will change from N/A% to N/A % effective as of N/A. If Borrower's periodic payment will change, then Borrower's modified periodic payment and its effective date are disclosed in paragraph 5.(B) below.

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4. Borrower has an adjustable rate loan. Borrower's Change Date will not change and is N/A. Borrower's interest rate "caps" and lifetime "cap" will not change. Any change in Borrower's yearly rate of interest and corresponding periodic payment on Borrower's Change Date will be based on Borrower's yearly rate of interest disclosed under paragraph 3.(A) or 3.(B) above as applicable.

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5. (A) Borrower's periodic payment (whether monthly or biweekly as applicable under Borrower's Note) will not change.

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5. (B) Borrower's periodic payment will change as described below:

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(i) If Borrower's payments are made monthly under Borrower's Note, then Borrower's monthly payments of principal and interest will be U.S. \$N/A. Borrower's monthly payments will be made beginning on the N/A day of N/A, 19N/A and will continue to be made on the same day of each and every month thereafter until Borrower has paid all principal, interest, and other charges under Borrower's Note.

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(ii) If Borrower's payments are made biweekly under Borrower's Note, then Borrower's biweekly payments of principal and interest will be U.S. \$N/A. Borrower's biweekly payments will be made beginning on the N/A day of N/A, 19N/A and will continue to be made each and every 14 days thereafter until Borrower has paid all principal, interest, and other charges under Borrower's Note.

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N/A

6. (A) The Maturity Date of Borrower's Note will not change.

X

6. (B) The Maturity Date of Borrower's Note is extended to *January 1, 1999*. If Borrower still owes amounts on Borrower's Note on Borrower's extended Maturity Date, and then Borrower will pay those amounts to Lender on that date.

X

7. Borrower will comply with all covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument. Nothing in this Agreement shall be understood or construed to be a discharge, satisfaction, novation, 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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Executed as of the day, month, and year first written above.

Lender

By:

David B. Sine

Its: Vice President

Borrower

X

Michael L. Wilcox

X

Elizabeth S. Ryan

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Acknowledgments

State of Illinois)

) SS

County of Cook)

I, David Sine, a Notary Public, in and for said County in the State of Illinois, do hereby certify that MICHAEL L. WILCOX AND ELIZABETH S. RYAN, HIS WIFE AS TENANTS BY THE ENTIRETY, who is/are personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument as such Borrower, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act and for the uses and purposes therein set forth.

Given under my hand and official seal this 19th day of November, 19 98.

David Sine
Notary Public

My Commission Expires: _____



State of Illinois)

) SS

County of Cook)

I, Debra Delaney, a notary public in and for said County in the State of Illinois, do hereby certify that DAVID B. SINE, VICE PRESIDENT of Harris Trust and Savings Bank same person whose name is subscribed to the foregoing instrument as such of said Corporation, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act; and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 19th day of November, 19 98.

Debra A. Delaney
Notary Public

My Commission Expires: _____

