



(Space Above This Line For Recording Date)

**LOAN MODIFICATION AGREEMENT FOR
NOTE AND CLOSED-END DISCLOSURE STATEMENT AND CREDIT AGREEMENT
(Providing for Fixed Interest Rate)**

This Loan Modification Agreement ("Agreement"), made this **17th** day of **July, 2008**, between **Katherine M. Boho and Susan Orlowski**, ("Borrowers") and **Niles Township Schools Credit Union** ("Lender"), amends and supplements (1) the Trust Deed Second Mortgage (Illinois) (the "Security Instrument"), dated **July 20, 2007** and recorded in the Recorder's Office of **Cook County**, in the State of **Illinois** Document No. 0721555146 and (2) the Note and Closed-End Disclosure Statement and Credit Agreement 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 :

807 Davis Street unit 2302, Evanston IL 60201-4471
(Property Address)

the real property described being set forth as follows:

PARCEL 1:

UNIT NUMBER 2302 IN THE RESIDENCES OF SHERMAN PLAZA CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 4 IN SHERMAN PLAZA SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE AMENDED AND RESTATED PLAT THEREOF RECORDED AUGUST 24, 2006 AS DOCUMENT NO. 0623032062.

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AUGUST 25, 2006 AS DOCUMENT NO. 0623718034, AS AMENDED; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

AN EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR PARKING IN THE PARKING SPACE NO. P-647 AND P-649, PURSUANT TO SECTION 3.20 OF THE AFORESAID DECLARATION OF CONDOMINIUM, AND AS DELINEATED ON THE PLAT OF SURVEY OF LOT 3 IN THE AFORESAID AMENDED AND RESTATED PLAT OF SUBDIVISION WHICH IS ATTACHED AS EXHIBIT "F" TO THE AFORESAID DECLARATION OF CONDOMINIUM, CREATED BY SPECIAL WARRANTY DEED RECORDED MAY 22, 2007 AS DOCUMENT NO. 0714209098.

PARCEL 3:

PERPETUAL EASEMENTS FOR THE BENEFIT OF PARCELS 1 AND 2 FOR SUPPORT, INGRESS AND EGRESS, AND OTHER PURPOSES AS DESCRIBED AND DEFINED IN SECTION 4 AND, FOR THE BENEFIT OF LOT 3, AS DESCRIBED AND DEFINED IN SECTION 9, OF THE RECIPROCAL EASEMENT AGREEMENT RECORDED DECEMBER 9, 2004 AS DOCUMENT NO. 0434404085.

PARCEL 4:

THE EXCLUSIVE RIGHT TO THE USE OF STORAGE AREA NO. 3-3, A LIMITED COMMON ELEMENT, AS DELINEATED AND DEFINED IN THE DECLARATION OF CONDOMINIUM, AFORESAID.

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Permanent Tax ID: **11-18-304-032-0000**
11-18-304-033-0000
11-18-304-034-0000
11-18-304-035-0000

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):

1. As of **July 17, 2008**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$223,600.00**, consisting of the principal amount(s) loaned to Borrower by Lender.

2. Borrower promises to pay the Unpaid Principal Balances, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **5.500 %** from **July 21, 2008**. Borrower promises to make **monthly** interest only payments of U.S. **\$ 1024.84**, beginning on the **20th** day of **August, 2008**, and continuing thereafter monthly until principal and interest are paid in full. If on **July 20, 2012** (the "Maturity Date"), Borrower still owes amounts under the Note and Closed-End Disclosure Statement and Credit Agreement, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower will make such payments at **Niles Township Schools Credit Union** or at such other place as Lender may require.

3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Acceleration Section within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of 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; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
- (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

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----- (Seal)
Niles Township Schools Credit Union

Susan Orłowski

Susan Orłowski

By: *Mary Ann Pusateri*

Mary Ann Pusateri, President/CEO

Katherine M. Boho

Katherine M. Boho

Account Number: 785-C

(Space Below This Line For Acknowledgments)

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