INUTS197-34

# UNOFFICIAL COPY

3 Year Index

Loan No. 104301-8 053244

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Uptown Federal Savings and Loan Association of Chicago 281 Lawrencewood Niles, IL 60648

### MODIFICATION AGREEMENT

DEPT-01 RECORDING

\$13.88

T#4444 TRON 0573 09/00/06 10:08:00 #0362 # D | 96--03/0 -- 5/7: 3 7 3 64

COOK COUNTY RECOINERS

This Agrament is made this <u>lst</u> day of August , 19 86, by and between UPTOWN FEDERAL SAVINGS AND BOAN ASSOCIATION OF CHICAGO, a federally chartered savings and loan association (the "Lender"), and James J. Lacey, Jr., a bachelor

(the "Borrower"), and modifies and amends certain terms and conditions of the Borrover's indebtedness evidenced by an Adjustable Rate Note (the "Note") to Lender dated May 25, 1984, which is secured by a Moregage, Deed of Trust, or Security Deed (the "Security Instrument") bearing even date with the Note, and recorded as Document # 27,104,515.

In consideration of the Borrower's exercise of Borrower's option to convert the adjustable interest rate loan to a fixed interest rate loan pursuant to the provisions of the Note and pursuant to the terms of the Adjustable Rate Rider, attached to the Security Instrument, the Note and Mortgage are hereby modified and amended as follows:

1. Paragraph 2 of the Note is amended in its entirety to read as follows:

#### "2. INTEREST

Interest will be charged on the unpaid principal until the full amount of principal has been paid.

I will pay interest at a yearly rate of <a href="10.25">10.25</a> both before and after any default described in Section 10 of this Note."

2. Paragraph 3(B) of the Note is amended in its entirety to read as follows:

"3. (B) AMOUNT OF MY MONTHLY PAYMENTS

Each of my monthly payments, beginning on September 1, 1986, will be in the amount of U.S. \$ 735.44

3. Paragraph 3(C) of the Note is hereby deleted in its entirety.

86341713

MAIL

Property of Cook County Clerk's Office

INU # 5197-84 IC

(SEAL)

## UNOFFICIAL COPYLoan No. 104301-8

- 4. Paragraph 4 of the Note is hereby deleted in its entirety.
- 5. Paragraph 5 of the Note is hereby deleted in its entirety.
- 6. Paragraph 6 of the Note is hereby deleted in its entirety.
- 7. Paragraph 7 of the Note is hereby deleted in its entirety.
- 8. Paragraph 8 of the Note is hereby amended in its entirety to read as follows:

#### "8. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or a partial prepayment without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to these changes."

- 9. Paragraphs A  $4-\frac{7}{2}$  inclusive of the Adjustable Rate Rider attached to the Security Instrument are hereby deleted in their entirety.
- 10. This Modification Agreement is effective as of  $\frac{\text{August 1}}{\text{19}^{-86}}$ .

Except as stated in this Agreement, Borrower's promise to pay and the covenants and agreements under the Note and under the Security Instrument continue without change.

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement on the day and date first mentioned.

ATTEST:

UPTOWN FEDERAL SAVINGS AND LOAN
ASSOCIATION OF CHICAGO

BY:

Assistant Secretary

Dames J. James J. Jacey, Jr.

(SEAL)

Probery of Coot County Clert's Office

RELE NO. 5197-84 UNOFFICIAL COPY (No. 104301-8 053244

STATE	OF _	Illinois	_)	
COUNTY	OF	Cook	)	SS
	_			_

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Personally known to me to be a Vice President of UPTOWN personally known to me to be a President of UPTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, a federally chartered savings and loan association, and Karen Gembala personally known to me to be the Assistant Secretary of said Association, and 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 severally acknowledged that as such President and Assistant Secretary they signed and delivered the said instrument and caused the Corporate Seal of said Association to be affixed thereto, pursuant to authority, given by the Board of Directors of said Association as their free and voluntary act, and as the free and voluntary act and deed of said Association, for the uses and purposes therein set forth.

Given under my hand and official seal this lst day of August , 19 86

My Commission Expires:

COUNTY OF Cert ) ss.

I, the undersigned, a Notary Public, in and for the county and State aforesaid, DO HEREBY CERTIFY, that James J. Lacey Jr. , personally known to me to be the and same persons whose names are subscribed to the foregoing instrument as such person and they appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act.

Given under my hand and notarial seal this 12 71 day of

My Commission Expires:

My Commission Expires November 26, 1988

INU #5197-84

Property of Cook County Clerk's Office NILES FEDERAL SAVINGS
7077 W. Dampster
Niles, Illinois 606/18

Droponty Or Co Lot 31 in Block 1 in Sickel's and hafreyer's Addition to Lane Park, said Addition being a Subdivision of the South West quarter of the South West quarter of the North Sunt Clark's Office West quarter of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Permanent Tax No. 14-20-119-037 & 13

3620 N. Bosworth, Chicago, IL 60613

Property of Cook County Clark's Office