Title Order L21841-dUNOFFICIAL COPY 3 Year Index 8 7 | 3 7 2 7 L7an No. 105017-9

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

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

> DEPT-01 RECORDING T#4444 TRAN 0214 03/13/67 09:28:00 #3554 # D × - 0 7 - 1 3 7 2 7 7 COOK COUNTY RECORDER

MODIFICATION AGREEMENT

This Agreement is made this 6th day of January , 19 87 , by and between JPTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, a federally chartered savings and loan association (the "Lender"), and William A. Fortman and Patricia A. Fortman, his wife (the "Borrower"), and modifies and amends certain terms and conditions of the Borrower's indebtedness evidenced by an Adjustable Rate Note (the "Note") to Lender dated July 30 . 19 84, which is secured by a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") bearing even date with the Note, and recorded as Document # 27193883.

In consideration of the Ecrrower'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:

> ^π2. INTEREST

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

I will pay interest at a yearly rate of 10% % 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 , 19 87, will be in the amount of U.S. \$ 1,146.93

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

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Lot 5 in Block 8 in Tall Trees Unit 1, being a subdivision in the Southwest 1/4 of Section 26, Township 42 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded December 2. 1960 as document 18031114, in Cook County,

Permanent Tax No. 04-26-305-005 Vol. 133

1428 Sequoia Trail, Glenview, IL 60025

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- 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 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 lote Holder agrees in writing to these changes."

- 9. Paragraphs A 4-7 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 <u>January 1</u>
 19_87.

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
Its Assistant Secretary	Its <u>Vice President</u>
	William A. Fortman (SEAL
	Patricia A. Fortman (SEAL)

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STATE OF Illinois)	
COUNTY OF Cook	SS.
COUNTY OF STATES	
I, the undersigned	d, a Notary Public, in and for the County and
State aforesaid, DO HER	REBY CERTIFY, that Harold E. Ulmer
personally known to me	to be a Vice President of UPTOWN AN ASSOCIATION OF CHICAGO, a federally
chartered savings and 1	loan association, and Karen Gembala
personally known to me	to be the Assistant Secretary of said
Association, and person	nally known to me to be the same persons whose
	the foregoing instrument, appeared before me severally acknowledged that as such
Vice President	and Assistant Secretary they signed and
delivered the said inst	rument and caused the Corporate Seal of said
Association to be offix	ed thereto, pursuant to authority, given by
	of said Association as their free and
	the free and voluntary act and deed of said as and purposes therein set forth.
Association, for the up	es and purposes cherein sec forch.
Given under my han	nd and official seal this 6th day of
January , 19)_87.
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	To thompselfor
	Notary Public
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STATE OF TLLINOIS) SS	
COUNTY OF COOK) SS	
	, a Notary Public, in and for the County and
State aforesaid, DO HER	EBY CERTIFY, that $ U u M A - v + Man$ $+ Man$, personally known to me co be the
same persons whose name	s are subscribed to the foregoing instrument
as such person and they	appeared before me this day in person and
	signed and delivered said instrument as their
own free and voluntary a	
Given under my hand	d and notarial seal this 15 day of
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