### File No. 4608-84 UNOFFICIAL COPY 1 3 7 3 Loan No. 104158

3 Year Index

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THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

87137356

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

DEPT-01 RECURDING \$13,25 T44444 TRAN 0217 63/13/87 10:06:00 #8634 # D X-57-53:7356 COOK COUNTY RECDIDER

#### MODIFICATION AGREEMENT

Dećember This Agreement is made this day of by and between UPTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, a federally chartered savings and loan association (the "Lender"), and p chard Hoffman and Brooke M. Hoffman 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 \_\_\_March 15 which is secured by a Mcrtyage, Deed of Trust, or Security Deed (the "Security Instrument") bearing even date with the Note, and recorded as Document # 27,010,376.

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 las been paid.

I will pay interest at a yearly rate of 9.875 % both before and after any default described in Section 10 of this Note."

- Paragraph 3(B) of the Note is amended in its entirety to -87-137356 read as follows:
  - "3. (B) AMOUNT OF MY MONTHLY PAYMENTS

Each of my monthly payments, beginning on February 1 , 19 87, will be in the amount of U.S. \$ 784.76

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

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- Paragraph 4 of the Note is hereby deleted in its entirety.
- Paragraph 5 of the Note is hereby deleted in its entirety.
- Paragraph 6 of the Note is hereby deleted in its entirety.
- Paragraph 7 of the Note is hereby deleted in its entirety. 7.
- 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 rote Holder agrees in writing to these changes."

- Paragraphs A 4-\_7 inclusive of the Adjustable Rate Rider attached to the Security Instrument are hereby deleted in their entirety.
- This Modification Agreement is effective as of January 1

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:

Assistant Secretary

UPTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

(SEAL)

Richard Hoffman

Brooke M. Hoffman

(SEAL)

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(Mate)

	STATE OF)
	COUNTY OF Cook )
	I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Harold E. Ulmer
	personally known to me to be a Vice 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  Vice 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 22nd day of December , 19 86
	Demonth D. Lutinic 7
	Notary Public
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C	OUNTY OF COOK )
S	I, the undersigned, a Notary Public, in and for the County and tate aforesaid, by HEREBY CERTIFY, that Brooke M for the County and tate aforesaid. Not man, personally known to melico be the
S	ame persons whose names are subscribed to the foregoing in a rument s such person and they appeared before me this day in person and
а	cknowledged that they signed and delivered said instrument as their who free and voluntary act.
-	Given under my hand and notarial seal this $\frac{9\pm 9}{100}$ day of $\frac{1987}{100}$ .
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. :	Notary Public
	My Commission Expires: "OFFICIAL SEAL"
	GERHARD FICHTEL

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pk County, 1...

Gr-B-t

D-K South East 1/4 and the South West 1/4 of Section 31, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax No. 05-31-406-004

835 Long, Glenview, IL 60025

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