

Prepared by and Please send to:
Rick Suray
Dovenmuehle Mortgage
1501 Woodfield Road
Schaumburg, IL 60193

90181891

DEPT-01 RECORDING 115.00
TW5555 TRAN 2059 04/20/90 16:47:00
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COOK COUNTY RECORDER

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LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 18 day of DECEMBER, 1989, between American National Bank As Trustee I/T Agreement ("Borrower") and Dated 10/27/87 And Know As Trust #103699-08 Dovenmuehle Mortgage ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated NOVEMBER 24 1987 and recorded in Book or Liber 87664879, at page(s) 10 of the COOK Records of COOK [County and State, or other Jurisdiction] and (2) the 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", located at 7840 OCTAVIA NILES, ILLINOIS 60648 [Property Address]

the real property described being set forth as follows:

LOT 23 IN GEN-MOR SUBDIVISION UNIT NO 2, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN# 09-25-218-011

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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 JANUARY 31 1990, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 73,737.44, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 10.375%, from FEBRUARY 1 1990. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 675.28, beginning on the 1 day of FEBRUARY, 1990 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on DECEMBER 1, 2017 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at 1501 WOODFIELD RD SCHAMBURG, IL or at such other place as the Lender may require.

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

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

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the 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.

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5. Nothing in this Agreement shall be understood or construed to be a satisfaction of 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 the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

David Allison (Seal)
David Allison, Lender
Sr. Vice President

Charles Kokott (Seal)
NARDA KOKOTT
GUARANTOR

By: *[Signature]*

AMERICAN NATIONAL BANK OF CHICAGO (Seal)
Borrower
CHICAGO TRUST NUMBER 103699-08

[Space Below This Line For Acknowledgments]

The terms and conditions specified in this instrument notwithstanding this instrument is subject to the law's Supplementary Note attached hereto and

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Prepared By and please send to:
Rick Suray
Dovenmuehle Mortgage, Inc.
1501 Woodfield Road
Schaumburg, IL 60173

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This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

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