#### UNOFFICIAL, COPY &

This Instrument was prepared by: Marta B. Figueredo CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO 1601 W. Belmont Ave. Chicago, IL 60657

LOAN NO. 11-506878-8

91161966

DEPT-01 RECORDING \$14.29 T#8888 TRAN 5192 94/10/91 13:31:00 #3738 # H +-91-161966 COOK COUNTY RECORDER

#### LOAN MODIFICATION AGREEMENT

WHEREAS, \*\*\*CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO\*\*\*

loamed to \*\*\*MICHAEL J. CHAKOS and SUSAN N. CHAKOS, His wife AND VENETIA C. STIFLER, Divorced and not since remarried \*\*\*

the principal sum of \*\*NINETY-TWO THOUSAND FOUR HUNDRED & NO/100\*\*--DOLLARS (\*\*\*\$92,400.06\*/\*) as evidenced by a Note and Mortgage dated September 9, 1989 which Mortgage is duly recorded in the Recorder's Office of Cook County, Illinois, is Document No. 89 456 971 conveying to CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, certain real estate in Cook County, Illinois described as follows, to-wit:

Lot 10 in Block 7 in Baxter's Subdivision of the Southwest Quarter of the Southeast 1/4 of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: 3237 N. Clifton Ave., Chicago, IL 60657 P/R/E/I #14-20-422-010-0000

WHEREAS, the undersigned Mortgagors of said premises have found it necessary and do hereby request a modification of the terms of said loan; and

WHEREAS, the Mortgagors and Mortgagee have agreed to extend the term of the Note and Mortgage for an additional term of \*\*\*FIVE\*\*\* (\*\*\*5\*\*\*) Years;

THEREFORE, for and in consideration of the premises and other good and valuable considerations, the undersigned Mortgagor hereby agree to pay the indebtedness evidenced by said Note and Mortgage and perform all of the obligations provided therein, it being understood and agreed that as of the date hereof said indebtedness is \*\*\*\*NINETY-TWO THOUSAND FOUR HUNDRED AND NO/ 100\*\*\*\*- - - - - DOLLARS (\*\*\*\$92,400.00\*\*\*). Eeginning on March 1, 1991 and each successive month thereafter, until and including March 31, 1992 the interest shall be calculated as set forth in the Note dated September 9 1989 at the annual rate of \*\*\*TEN\*\*\* percent (\*10.00%\*). Increafter, the interest shall be calculated at the annual rate of \*\*\*One\*\*\* percent (\*\*1.00%\*\*) above Central Federal Savings prime rate on the basis of a 3,0 day calendar year. The Mortgagors hereby acknowledge that the prime rate referred to herein may, at any time during the term of the Note, be greater than the lowest interest rate charged by the Mortgagee to its most creditworthy customers at any such time. Notwithstanding that the Mortgagee may extend credit at interest rates lower than this prime rate to its most creditworthy customers, the Mortgagors agree that this prime rate shall control the rate of interest to be on paid hereunder. While any principal hereunder remains unpaid, if the prime \$7 rate is increased or decreased from the present prime rate which is \*\*\*NINE\*\*\* percent (\*\*\*9.008\*\*\*) per annum, the interest rate payable hereunder shall increased or decreased by an amount equal to the amount of such change in the prime rate, effective as of the first day of the month beginning on March 1, 1992 and on that day of the month every \*\*\*TWELVE\*\*\* (12) months thereafter until the loan is fully paid. The Mortgagors will make monthly payments for principal and interest of \*\*\*\*\*EIGHT HUNDRED FORTY AND 55/100\*\*\*\*\* - - DOLLARS - - (\*\*\*\$840.55\*\*\*), beginning on the <u>1ST</u> day of <u>March</u>, 1991 and on

#### **UNOFFICIAL COPY**

2. 付款 1. 分数 1. 人名 1. 基础 1. 人名 1. 人名 1. 人名 2. 人名 1. 人名

Proberty of Cook County Clerk's Office

### UNOFFICJĄL COPSY.

the <u>IST</u> day of each successive month thereafter, except that the final payment of interest, plus the entire unpaid principal balance if not sooner paid, shall be due on the <u>IST</u> day of <u>FEBRUARY</u>, <u>1996</u>. Each date on which the interest rate could change is called a "Change Date". The Mortgagee will then determine the amount of the monthly payment that would be sufficient to repay in full the principal the Mortgagors are expected to owe on the Change Date in substantially equal payments based upon the remaining amortization period of the loan. The result of this calculation will be the new amount of the monthly payment. The new interest rate will become effective on each Change Date. The Mortgagor will pay the amount of the new monthly payment beginning on each Change Date until the amount of the new monthly payment changes again.

In the event of any default in payment of any monthly instalment or default in the Mortgage securing the Note, the interest shall accrue on all the unpaid principal and interest at an annual rate of \*\*\*TWO AND ONE-HALF\*\*\* percent (\*\*\*2.50%\*\*\*) above the prime rate until such default is cured.

The undersigred Mortgagors hereby represent and affirm that as of the date hereof, there are no liens, encumbrances, assessments or other matters affecting the real estate securing the loan except the lien in favor of Mortgagee.

The terms, covenants and conditions contained in the Note and Mortgage dated September 9, 1989, are hereby incorporated herein by this reference and the same are hereby reaffirmed as of the date hereof, such terms, covenants and conditions hereby continuing in full force and effect except as otherwise modified or provided her(i):

This Loan Modification by sa'd Mortgagors is joint and several and shall bind them, their heirs, personal representatives, successors and assigns.

IN WITHESS WHEREOF, the parties have hereunto executed this instrument this 28th day of February 1991.

CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

y: Gerald Haase, Vice President

Michael J Chakos

Susan N. Chakos

Venetia C. Stifler

1161366

#### **UNOFFICIAL COPY**

Stopens of Cook County Clerk's Office

## UNOFFICJĄL COPY

gr. 1 ( 30)	CIACI			5 G	
STATE OF ILLINOIS	-				
COUNTY OF COOK	)SS.				
I, the undersign GERALD HAASE is ASSOCIATION OF CHE that he has exe corporation, and	the Vice Pre ICAGO*** and cuted this Lo not personall	sident of its duly an Modifi y, for th	***CENTRAL authorized a cation Agreem e uses and pu	FEDERAL SAVINGENT in this ent in beharposes therei	igs and Loan behalf, and alf of said
GIVEN under my ha	nd and Notari	al Seal,	this 38 day	of <u>Lelv</u>	ruary
STATE OF Calvas as		OFFICIAL MARTA B	IGUEREDO	Notary Publ	ucedo Ac
COUNTY OF Sarefles	ss.				
I, the undersigne aforesaid, DO HER His wife*** who are subscribed to person and acknow their own free and	EBY CERTIFY, are personall the foregring ledged that to do you are a column and a column are acceptants.	that *** y known t g instrum hey signe t for th	*MICHAEL J. C o me to be th ent appeared d and deliver e uses and pu	HAKOS AND SUS e same person before me ed the said i rposes therei	AN N. CHAROS s whose name this day instrument a
A.D., 19	nd and Notari	al Seal,	this <u>26</u> da	y of	<u>ch</u>
	S S S S S S S S S S S S S S S S S S S	OFFICAL SE'. USAN J. (AYE! TANY PUBLIC ALIFO PRINCIPAL OFFICE LOB AMBELES COLLA LOB	S Sus	an My My Publi	ر الحديد
·	55.	Sover of 🕿 💮	12		
COUNTY OF COOK )			()		
I, the undersigned aforesaid, DO HERI since remarried*** name is subscribed person and acknowled the own free and to the countries of the coun	EBY CERTIFY, to who is personal to the forequent that should be seen that should be seen to be seen	that *** onally kn going ins ne signed	VENETIA C. 57 own to me to ! trument appea: and delivered	IFLER, Divored the same pred Defore me	c <b>ed and no</b> person whose this day in instrument as
GIVEN under my har	nd and Notaria	al Seal,	this <u>3</u> day	of april	
	MENDY M. VAN D NOTARY PUBLIC, STATE O MY COMMISSION EXPRES	ER HAM	Loudy n	Notary Public	Lau-
					· · · · · · · · · · · · · · · · · · ·

# **UNOFFICIAL COPY**

Control Office