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LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate) Loan#09001141
FNMA#01120564760

This Loan Modification Agreement ("Agreement"), made this 9th day of September 1991, between Charles E. Matz and Yvonne Simpson Matz ("Borrower") and River Valley Savings Bank, F.S.B. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated Sept. 29, 1989 and recorded in Book or Liber Doc#LR382961A at page(s) of the Registrar of Title Records of Cook County, Illinois 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 1928 Birchwood Unit 2-E, Chicago, IL 60626

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the real property described being set forth as follows:

Unit 2-E as described in survey delineated on and attached to and a part of a Declaration of Condominium ownership registered on the 5th day of August, 1965 as Document Number 2223764, together with an undivided 25 percent interest (except the units delineated and described in said survey) in and to the following described premises: Lot 1 (except the East 90 feet thereof) of Lot 2 (except the East 90 feet thereof) in Block 8 in Murphy's Addition to Rogers Park in Section 30, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PI# 11-30-401-037-1704

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):

- As of September 9, 1991, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$28,410.37, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- 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 9.625%, from November 19, 1991. The Borrower promises to make monthly payments of principal and interest of U.S. \$244.45 beginning on the 1st day of November 19, 1991 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on October 1, 2019 (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 2232 S.W. Adams, Peoria, IL 61602 or at such other place as the Lender may require.

- 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.

- 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:
 - 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
 - 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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UNOFFICIAL COPY

BOX 333

Property of Cook County Clerk's Office

Peoria, IL 61602
2232 S.W. Adams
ATTN: Pat
River Valley Savings Bank

Please return to:

OFFICIAL SEAL
Patricia Anderson
Notary Public, State of Illinois
My Commission Expires 5/30/93

My commission expires: May 30, 1993

Notary Public

Given under my hand and notarial seal this 9th day of September, 1991.

I, the undersigned Notary Public, in and for said county, in the State aforesaid, do hereby certify that Sharon E. Kristof, Sr. Vice President, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS
COUNTY OF PEORIA

[Space Below This Line For Acknowledgments]

By: Sharon E. Kristof
Sr. Vice President

(Seal) Lender

Charles F. Matz

(Seal) Borrower

Yvonne Simpson-Matz

(Seal) Borrower

5. Nothing in this Agreement shall be understood or construed to be a satisfaction or 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.

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