LOAN MODIFICATION AGREEMENT

THIS AGREEMENT, is made and entered into as of May 10, 1993 but effective as of May 5, 1993, by and between MID TOWN BANK AND TRUST COMPANY OF CHICAGO, an Illinois corporation ("BANK") and STEVEN P. ALTHAN AND SHERYL I. KLEINSTEIN, ("BORROWER").

MERRERAS I

- The BORROWER has heretofore executed a Promissory Note dated July 1, 1992 in the principal amount of Eighty Eight Thousand Eight Hundred and 00/100 (\$88,800.00) Dollars ("NOTE"), of which the BANK is presently the holder;
- 2. The NOTE is secured by a Mortgage, Assignment of Rents & Security Agreement (Chattel Mortgage) dated July 1, 1992 and recorded in the Recorders Office of Cook County, Illinois as document number 92494102 ("MORTGAGE"), placing a mortgage lien on certain real entate described in Exhibit "A" attached hereto and by this reference incorporated herein ("REAL ESTATE");
- The BANK has disbursed to BORROWER the sum of Eighty Eight Thousand Eight Hundred and 00/100 (\$88,300.00) Dollars, which amount represents the entire principal sum of the indebt@dness evidenced by the NOTE; the current outstanding balance is \$88,258.41
 - The interest rate evidenced on said NOTE is eight and five-eights percent (8.625%) per annum;
- 5. The maturity date emidenced on said NOTE is July 5, 1999;
- The BORROWER desires to amend the maturity date, the interest rate and monthly payments as evidenced by the NOTE;
- 7. The BANK has agreed to such modification parament to the terms and conditions of a commitment of the BANK dated May 10, 1993 ("COMMITMENT").

NOW THEREFORE, notwithstanding anything contained in the NOTE, MORTGAGE, and ASSIGNMENT OF RENTS, and in consideration of the mutual covenants, conditions, and premises contained herein, the PARTIES HERETO AGREE AS FOLLO

- A. The principal amount evidenced by the NOTE as of May 5, 1993, is Eighty Eight Thousand Two Hundred Fifty Eight and 41/100 (\$88,2.8.41) Dollars
- B. The interest rate evidenced by the note a. of May 5, 1993, is six and fifteen one hundredths percent (6.15%)
- C. Principal and interest payments in the anciet of \$537.70 (based on a thirty (30) year amortization) shall be due and payable monthly Deginning June 5, 1993 and on that day each month thereafter until maturity or all of said outstanding principal plus any remaining accrued interest and late charges, if any, are recaid in full.
- The rate stated above is a special rate offered by Lender to Borrower on the strict condition that the Borrower maintain a checking locount with Lender which will be automatically debited for payments due under the load. If Borrower fails to maintain an account with a sufficient balance when needed to be debited automatically for each payment, when due, then, at Lender's option, the interest rate will increase one-half percent (0.50%) per annum, and such increase will be effective as of the lired day of the month preceding the month in which a payment is not automatically debited.

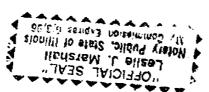
Borrower shall have no obligation to maintain a checking account with Lender or to continue with the automatic debiting of the account. At any time Borrower may instruct Lender to close such checking account or discontinue the automatic debiting of such account; provided, however, that if the interest rate is automatically increased as here m provided (whether on account of a default or voluntary action of the Borrower). Lender shall have no obligation to reinstate the lower interest rate if the Borrower cures any default or later requests reinstatement of the automatic debiting procedure.

If the Initial Interest Race is increased, the amount of each remaining Montaly Installment will be higher than the amount stated in paragraph C above.

If the Initial Interest Rate increased after one (1) year, then, for the remaining term of the Hote, Borrower shall be required to make forty-seven (47) monthly installments each in the amount of Five Hundred Sixty Five and 97/100 (\$565.97) Dollars and One (1) remaining payment of principal and interest and late charges, if applicable.

- B. The Loan term as evidenced by the NOTE as of May 5, 1993, shall be a five (5) year balloon based on a thirty (30) year amortization.
- P. The maturity date is hereby amended to May 5, 1998.
- G. Except as modified herein, the terms, covenants and conditions of the MORTGAGE shall remain unchanged and otherwise in full force and effect. In the event of any inconsistency between the terms of this agreement and the terms of the NOTE and/or MORTGAGE, the terms herein shall control.
- H. The lien of the MORTGAGE IS hereby modified as security for the payment of the principal sum evidenced by the NOTE and amended by this MODIFICATION AGREEMENT.
- I. This agreement shall be governed by and construed under the laws of the State of Illinois.

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Hy commission expires:

Given under my hand and Noberlal Seal

and delivered the eald instrument as his own free and voluntary cye nase and purposes CERTIFY, that William Moran personally known to me to be the eame purson whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed in the State aforesaid, bo MEMBER the undersigned, a Notary Public in and for said County,

> COUNTY OF COOK (SIGNITTI AO SEVES

My Commission expires 6/3/96 Lestic J. Marshall hotary Public, State of Illinois

My commission explices:

NO. SILY PHOLLE

Civen under m. hand and Morarial Seal

I, the undersigned, a wotary public in and for said County, in the State aforesaid, bo mermal castricago, an are that Mary C. Sweenay, vice President of Mid Town Bank and Trust Company of Chicago, an Illinois corporation, and Gina Caputo, Assistant Secretary of said Illinois corporation, parsonally known to me to be the same persons whose names are subscribed to the foregoing fortunent as such vice President Secretary, respectively, appeared before as that in parson and acknowledge, that they signed and delivered the said corporation, so the uses and purposes therefor acts, and as the free and voluntary acts of said corporation, for the uses and purposes therefore as forth; and the the corporation, did allia said corporate acknowledge that they as our of the corporate so is a said corporate acknowledge that are use the corporate so is a corporated the said corporates and voluntary act of said corporation, for the uses and voluntary act, and as the free and voluntary act of said corporation, for the uses and voluntary act, and as the free and voluntary act of said corporation, for the uses and purpose therefore for a first said corporate or said corporation, for the uses and purpose therefore the corporate and voluntary act of said corporation, for the uses and voluntary act.

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LEGAL DESCRIPTION

UNIT NUMBER 2101A IN THE CARL SANDBURG VILLAGE CONDOMINIUM NO. 2, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

A PORTION OF LOT 5 IN CHICAGO LAND CLEARANCE COMMISSION NO. 3, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED ALLEYS IN BRONSON'S ADDITION TO CHICAGO AND CERTAIN RESUBDIVISIONS ALL IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25032909 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COCK COUNTY, ILLINOIS

PERHAMENT INDEX NUMBER:

17-04-207-086-1018

COMMONLY KNOWN AS: 1460 NORTH SANDBURG TERRACE, UNIT 2101A, Chicago, Illinois 60610

SAGO L.

TODORITA OF COOK COUNTY CLERK'S OFFICE
THELE Steven Althan Warden N Sandburg Terrace
und 2001 A, Chicago, IL 606/2

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