

UNOFFICIAL COPY

LOAN MODIFICATION AGREEMENT

Loan No. 11-016303-0

93537549

RT 7-44
RE TITLE SERVICES #

WHEREAS FIRST FEDERAL BANK FOR SAVINGS, FORMERLY KNOWN AS, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF DES PLAINES ("Lender"), whose address is 749 Lee Street, Des Plaines, IL, loaned to William R. Toussaint and Suzanne M. Toussaint, 711 E. Marion St. Arlington Heights, IL 60004 ("Borrower" and collectively known as "Parties") the sum of Fifty thousand and 00/100 Dollars (\$50,000.00), secured by the real estate described in Exhibit A attached and made a part hereof, and evidenced by a Note and Mortgage executed and delivered on, June 27, 1978, which mortgage was duly recorded on June 29, 1978 as Document Number 3027992, in the Office of the Registrar of Titles, and which Note and Mortgage are hereby incorporated herein as a part of this instrument, and;

WHEREAS, the Borrower has requested that certain modifications be made in the Note and Mortgage, and;

WHEREAS, Borrower represents to Lender that there are no encumbrances evidencing other indebtedness other subsequent liens (second mortgages) now outstanding against the mortgaged premises, except those held by Lender, and the lien of the Lender's Mortgage, as modified, is a valid lien, and;

WHEREAS, the Borrower has requested certain modifications of the said Note and Mortgage; THEREFORE, for good and valuable consideration, the parties do mutually agree that the Note and Mortgage are modified as follows:

Interest Rate: The interest rate of the Note is changed to 6.50% per annum, said rate change to take effect on the 1st day of July 1993. This rate shall remain fixed throughout the remaining term of the loan.

Principal Balance: The unpaid balance of the note including any financed points is Thirty one thousand eight hundred eighty nine and 82/100 Dollars (\$31,889.82). In consideration of this loan modification agreement, discount points in the amount of \$876.17 were paid.

Maturity Date: The maturity date of the note is not modified by this agreement. The maturity date is July 1, 2003.

Principal & Interest Payment: Borrower agrees to pay principal balance with interest at the above stated rate in monthly payments of Three hundred sixty two and 10/100 Dollars (\$362.10).

Payment Due Date: The above payment amount shall be due monthly beginning on the 1st day of July 1993 and on the 1st of each month thereafter until above Note is fully paid, but no later than July 1, 2003.

Borrower covenants and agrees to pay the balance of the indebtedness evidenced by the Note and secured by the Mortgage as modified, and to perform the covenants contained in the Mortgage. Borrower further agrees that the prepayment privilege now in effect shall remain in full force and effect. Borrower represents to Lender that there is no second mortgage or other subsequent lien now outstanding against the Mortgaged Premises held by the Lender, except as otherwise disclosed in this Agreement, and that the lien of the Mortgage is a valid, first and subsisting lien on the Mortgaged Premises.

The parties acknowledge and agree that no liability whatsoever is admitted on the part of any party, except Borrower's indebtedness to Lender under the Note and Mortgage, and that all agreements and understandings between Borrower and Lender are expressed and embodied in the Note and Mortgage, as modified by this Agreement.

93537549

DEPT-11 RECORD TOR 425.50
155666 TRAN 6967 07/13/93 13:31:00
#7057 *93-537549
COOK COUNTY RECORDER

25.50

UNOFFICIAL COPY

00000000

Property of Cook County Clerk's Office

90537549

UNOFFICIAL COPY

Nothing contained in this Agreement shall in any manner impair the Note and Mortgage, as modified, or the first lien created, or any other documents executed by Borrower in connection with the modification, or alter, waive, vary, or affect any promise, agreement, covenant, or condition recited in any of the foregoing documents, except as expressly provided in this Agreement, or affect or impair any rights, powers, or remedies of Lender under any of the foregoing documents. Except as otherwise provided, all terms and provisions of the Note, Mortgage, and other instruments and documents executed in connection with the mortgage loan shall remain in full force and effect and shall be binding on the parties, their successors, and assigns.

The parties have executed this Agreement on July 2, 1993.

Suzanne M. Toussaint
Borrower's Signature

By Leonard Eiche
Executive/Assistant Vice President

William R. Toussaint
Borrower's Signature

Attest Michael J. O'Leary
Assistant Secretary

STATE OF ILLINOIS, Cook County ss:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do HEREBY CERTIFY that William R. Toussaint and Suzanne M. Toussaint, 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 acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal on July 2, 1993

Esther Parla

"OFFICIAL SEAL"
ESTHER PARLA
Notary Public, State of Illinois
My Commission Expires 11/15/93

STATE OF ILLINOIS, Cook County ss:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do HEREBY CERTIFY, that Leonard Eiche, the Executive/Assistant Vice President of First Federal Bank for Savings, formerly known as First Federal Savings and Loan Association of Des Plaines, and Michael J. O'Leary, the Assistant Secretary of First Federal Bank for Savings, formerly known as First Federal Savings and Loan Association of Des Plaines, 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 such Leonard Eiche Executive/Assistant Vice President and Michael J. O'Leary Assistant Secretary signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal on July 2, 1993

Esther Parla

Notary Public
"OFFICIAL SEAL"
ESTHER PARLA
Notary Public, State of Illinois
My Commission Expires 11/15/93

MAIL TO: FIRST FEDERAL BANK FOR SAVINGS
749 LEE STREET
DES PLAINES, ILLINOIS 60016

MAIL TO: THIS INSTRUMENT WAS PREPARED BY FIRST FEDERAL BANK FOR SAVINGS, 749 LEE STREET,
DES PLAINES, ILLINOIS 60016
E. Parla

95537549

UNOFFICIAL COPY

Property of Cook County Clerk's Office

93537549

UNOFFICIAL COPY

EXHIBIT A

Legal Description Rider

Loan No. 11-016303-0

Lot Three (3) in Block Four (4) in Minnetonka Hickory Meadows, being a Subdivision of the Northwest Quarter (¼) of the Southeast Quarter (¼) of Section 20, Township 42 North, Range 11, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on March 6, 1956 as Document Number 1654817.

Commonly known as 711 E. Marion St., Arlington Heights, IL 60004.

Permanent Index Number: 03-20-418-006

Property of Cook County Clerk's Office

93537549

UNOFFICIAL COPY

Property of Cook County Clerk's Office

95537519