

# UNOFFICIAL COPY

## LOAN MODIFICATION AGREEMENT

93546037

Loan No. 11-022062-4

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 Roberto Torres and Teresa Torres, 1782 Ash St., Des Plaines, IL 60018 ("Borrower" and collectively known as "Parties") the sum of Eighty seven thousand seven hundred and 00/100 Dollars (\$87,700.00), 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, December 14, 1990, which mortgage was duly recorded on December 21, 1990 as Document Number 90619140, in the Office of the Cook County Recorder's, 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 paid 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 6.875% 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.

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**Principal Balance:** The unpaid balance of the note including any financed points is Seventy thousand one hundred ninety one and 57/100 Dollars (\$70,191.67). In consideration of this loan modification agreement, discount points in the amount of \$701.92 were paid.

**Maturity Date:** The maturity date of the note is not modified by this agreement. The maturity date is January 1, 2006.

**Principal & Interest Payment:** Borrower agrees to pay principal balance with interest at the above stated rate in monthly payments of Six hundred ninety eight and 72/100 Dollars (\$698.72).

**Payment Due Date:** The above payment amount shall be due monthly beginning on the 1st day of August 1993 and on the 1st of each month thereafter until above Note is fully paid, but no later than January 1, 2006.

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.

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DEPT-91 RECORRING  
189997 TRAM 9383 07/15/93 09:19:00  
#0919 # \*-93-546037  
COOK COUNTY RECORDER

\$25.50

2550  
SSC  
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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 9, 1993.

Roberto Torres  
Borrower's Signature

By Leonard Eicha  
Executive/Assistant Vice President

Cecilia Torres  
Borrower's Signature

Attest Michael J. O'Leefe  
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 Roberto Torres and Cecilia Torres, 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 9, 1993

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

STATE OF ILLINOIS, Cook County ss:

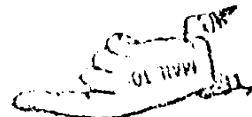
I, the undersigned, a Notary Public in and for the County and State aforesaid, do HEREBY CERTIFY, that Leonard Eicha, the ~~Executive~~ Assistant Vice President of First Federal Bank for Savings, formerly known as First Federal Savings and Loan Association of Des Plaines, and Michael J. O'Leefe, the 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 Executive/Assistant Vice President and 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 9, 1993

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

03095037

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



THIS INSTRUMENT WAS PREPARED BY FIRST FEDERAL BANK FOR SAVINGS, 749 LEE STREET, DES PLAINES, ILLINOIS 60016

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## EXHIBIT A

Legal Description Rider

Loan No. 11-022062-4

LOT 13 IN BLOCK 5 IN F.C. ENDERLIN JR.'S DES PLAINES TERRACE IN THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1927 AS DOCUMENT 9654576 IN COOK COUNTY, ILLINOIS.

Commonly known as 1782 Ash St., Des Plaines, IL 60018.

Permanent Index Number: 09-29-215-013

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