93660798 OFFICIAL COLORDING \$27.5

#5138 # *-- 93 -- 660796

COOK COUNTY RECORDER

-----[Space Above This Line For Recording Data]-----

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 26th day of July, 1993, between American National Bank and Trust Company of Chicago, A National Banking Association. As Trustee Under Trust Agreement dated January 28, 1988 and known as Trust No. 104572-08 ("Borrower") and RIVER VALLEY SAVINGS BANK, F.S.B., 200 Southwest Jefferson, Peoria, Illinois 61602 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated September 25, 1992 and recorded September 28, 1992 as Document No. 192716086, Cook County, Illinois and Loan Modification Agreement dated January 25, 1993 and recorded January 29, 1993 as Document No. 93077177, 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 Units 4203, 4205 and 4206 in Lake Point Tower Condominiums, 505 North Lake Shore Orive, Chicago, Illinois 60611 (property address), the real property described being of forth as follows:

Parcel 1: Units 1203, 4205 and 4206 in Lake Point Tower Condominium, as delineated on a survey of the following described real estate: A part of Lot 7 in Chicago Dock and Canal Co's Peshtigo Dock Addition in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian. Which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document No. 88309162, together with its undivided percentage interest in the common elements, in Cook County, Illinois. Parcel 2: Easements for the benefit of Parcel 1 for the purposes of structural support. ingress and egress, and utility services as set forth in Declaration of Covenants. Conditions, Restrictions and Easements made by American National Bank and Trust Company of Chicago, as Trustee Under Trust Agreement dated January 7, 1988 and known as Trust Number 1043-99-09, dated July 15, 1988 and recorded July 14, 1988 as Document 88309160.

PIN# 17-10-214-011-1296, PIN# 17-10-214-011-1297, PIN#17-10-214-011-1299

located in Cook County, Illinois.

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):

- 1. As of July 26, 1993, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$740,412.89 (Seven Hundred Forty Thousand Four Hundred Forty-Two and 89/100 Dollars) on a \$800,000.00 (Eight Hundred Thousand Dollar) Line of Credit, consisting of the amount(s) leaned to the Borrower by the Lender.
- The maturity date of the security instrument and the note representing the home equity line of credit is extended for 90 days from the 29th my of June 1993 to the 27th day of September 1993.
- The current principal balance of \$740,442.89 on a \$800,000.00 ling of credit, subject to changes resulting from additional withdrawals or payments, shall be paid as follows: monthly payments of principal and interest* until paid, of 2% of the loan account balance on the last day of the billing cycle, or \$75.00, whichever is greater. Said payments are due on the 15th of each month, beginning August 15, 1963; and the undersigned Borrower, in consideration of such modification, promises and agrees to pay the entire indebtedness secured by such mortgage as and when therein provided, as hereby modified.
 - *Interest variable rate: The annual percentage rate may change, and will be 2% above the following "base rate": the Prime Rate as published in the "Money Rates" column of THE WALL STREET JOURNAL on the last business day of the preceding month. The annual percentage rate may increase if this "base rate" increases. An increase will take effect on the first day of the billing cycle. An increase will result in an increase in the finance charge and it may have the effect of increasing your periodic minimum payment. The annual percentage rate will not increase more often than once a month. A decrease will have the opposite effect of an increase disclosed above. If the base rate changes more frequently than the annual percentage rate, we will always use the base rate in effect on the day we adjust the annual percentage rate to determine the new annual percentage rate. In such a case, we will ignore any changes in the base rate that occur between annual percentage rate adjustments. The "annual percentage rate" referred to in this section is the annual rate which corresponds to the periodic rate applied to the balance as described above. This corresponding ANNUAL PERCENTAGE RATE will never exceed 18%, and will never exceed the highest allowable rate for this type of agreement as determined by applicable state or federal law.

UNOFFICIAL COPY

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.

- 5. The Borrover 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.
- Nothing in this Agreement shall be understood or construed to be a satisfaction or release in thole or in part of the Note and Security Instrument. Except as otherwise specifically revided 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.

American National Bank and Trust Company of C As Trustee Under Trust, Number 104572-08	Thicago This instrument is executed by the undersigned transfers, not presently but believe to the exercise of the power and cutterary contained upon and vested in it as such Tradect. It is expressly understood and any or independent the
	warrantles, indermilier, representations or exposite, timest blood and we or ends
	as trustal and not personally. He petronal liability or personal responsibility is (asprzykassomed by or shall at any time be secented or enforceable against the trusted on recount of any warranty, indemnity, representation, covenant, undertaking or
Assistant Secretary	agreement of the Trustee in this instrument.
State of illimois)	93660796
County of Cook)	O ,
I. aforesaid, DO HEREBY CERTIFY, that	Dictionand for said County, in the State Vice President of the
AMERICAN NATIONAL BANK AND TRUST COMPANY of C Assistant Secretary of said Company, who are whose names are subscribed to the foregoing i Secretary, respectively, appeared before me t signed and delivered the said instrument as t and voluntary act of said Company, as Trustee set forth; and the said Assistant Secretary t	Chicago, and Gregory S. Kasprzyk personally known to me to be the same person instrument as such Vice President and Assistant this day in person and acknowledged that they cheir own free and voluntary act and as the free e as aforesaid. For the uses and purposes therein then and there acknowledged that he, as custodian effix the corporate seal of said Company to said and as the free and voluntary act of said
GIVEN under my hand and notarial seal th	111 2 C 1000
	C. M. Soverwski Notary Public
RIVER VALLEY SAVINGS BANK, F.S.B.	
By: \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	"OFFICIAL SEAL" LINI, SOVIENSEL NOTARY PUBLIC, STATE OF ILLINOIS
State of Illinois)	My Commission Expires 06/27/96
County of Peoria)	
I, the undersigned, a Notary Public in and fo	or said County and the State aforesaid do hereby

certify that Mary Lou Janssen , Vice President of River Valley Savings Bank, F.S.E. personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in personal and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the use and purposes therein set forth.

GIVEN under my hand and official seal this control day of SERVER SE Chale Notary Public evil 7 SEAL " " GFFICIAL This instrument to the Fortheast Valley Savings Bank FSB. 200 SW Jefferson, Pecria. IL MY COMMISSION EXPIRES 2/27/94