

UNOFFICIAL COPY

LOAN MODIFICATION AGREEMENT

93816850

Loan No. 11-022828-8

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 Anna E. Poniecki and Zofia Zwijacz, 801 Beau Dr., Des Plaines, IL 60016 ("Borrower" and collectively known as "Parties") the sum of Seventy eight thousand five hundred and 00/100 Dollars (\$78,500.00), 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, March 31, 1992, which mortgage was duly recorded on April 1, 1992 as Document Number 92217980, 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 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 7.125% per annum, said rate change to take effect on the 1st day of October 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 Seventy seven thousand six hundred twelve and 89/100 Dollars (\$77,612.89). In consideration of this loan modification agreement, discount points in the amount of \$0.00 were paid.

Maturity Date: The maturity date of the note is not modified by this agreement. The maturity date is April 1, 2022.

Principal & Interest Payment: Borrower agrees to pay principal balance with interest at the above stated rate in monthly payments of Five hundred thirty and 93/100 Dollars (\$530.93).

Payment Due Date: The above payment amount shall be due monthly beginning on the 1st day of November 1993 and on the 1st of each month thereafter until above Note is fully paid, but no later than April 1, 2022.

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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RE TITLE SERVICES # 810-611

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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 October 2, 1993.

[Signature]
Borrower's Signature

By [Signature]
~~Executive~~/Assistant Vice President

[Signature]
Borrower's Signature

Attest [Signature]
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 Anna E. Poniecki and Zofia Zwijacz, 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 October 2, 1993

[Signature] Notary Public
OFFICIAL SEAL
Notary Public, State of Illinois
My Comm. Exp. 11/15/93

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T#4444 TRAN 7785 10/12/93 14137100
#2323 # -93-816850
COOK COUNTY RECORDER

STATE OF ILLINOIS, Cook County ss:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do HEREBY CERTIFY, that [Signature], the ~~Executive~~/Assistant Vice President of First Federal Bank for Savings, formerly known as First Federal Savings and Loan Association of Des Plaines, and [Signature], 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 October 2, 1993

[Signature] Notary Public
OFFICIAL SEAL
Notary Public, State of Illinois
My Comm. Exp. 11/15/93

MAIL TO: Patti Decs
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. 11-022828-8

LOT 3 (EXCEPT THE SOUTH 35.00 FEET AS MEASURED PERPENDICULAR TO THE SOUTH LINE THEREOF) IN KUNTER'S HIGH RIDGE KNOLLS, UNIT NUMBER 9, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1966 AS DOCUMENT NUMBER 19885611 AND DECLARATION OF EASEMENTS RECORDED JULY 21, 1966 AS DOCUMENT NUMBER 19892862, IN COOK COUNTY, ILLINOIS.

Commonly known as 801 Beau Dr., Des Plaines, IL 60016

Permanent Index Number: 08-24-103-019

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