

UNOFFICIAL COPY

LOAN MODIFICATION AGREEMENT

Loan No. 11-022446-9

93902200

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 Laura Johnson and Marlene Johnson and Kenneth Johnson, 803 S. River Rd., #2C, Des Plaines, IL 60016 ("Borrower" and collectively known as "Parties") the sum of Fifty thousand 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, November 20, 1991, which mortgage was duly recorded on December 5, 1991 as Document Number 91640089, 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 6.75% per annum, said rate change to take effect on the 1st day of November 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 Forty six thousand four hundred ninety one and 79/100 Dollars (\$46,491.79). 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 December 1, 2006.

Principal & Interest Payment: Borrower agrees to pay principal balance with interest at the above stated rate in monthly payments of Four hundred forty six and 66/100 Dollars (\$446.66).

Payment Due Date: The above payment amount shall be due monthly beginning on the 1st day of December 1993 and on the 1st of each month thereafter until above Note is fully paid, but no later than December 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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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 November 5, 1993.

Kenneth P. Johnson
Borrower's Signature
Madene Johnson
Borrower's Signature

By Edward C. [Signature]
~~Edward C. [Signature]~~ / Assistant Vice President
Attest Michael J. [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 Laura Johnson and Madene Johnson and Kenneth Johnson, 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 November 5, 1993

DEPT-01 RECORDING \$25.50
T#6666 TRAN 4477 11/06/93 14:27:00
#2241 # -93-902200
COOK COUNTY RECORDER

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 Edward C. [Signature], the ~~Assistant Vice President~~ Assistant Vice President of First Federal Bank for Savings, formerly known as First Federal Savings and Loan Association of Des Plaines, and Michael J. [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 ~~Edward C. [Signature]~~ 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 November 5, 1993

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

MAIL TO: Att. Patti Docs
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. 11-022446-9

UNITS 2-C AND P-13 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS IN DES PLAINES CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 25291640, IN THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 603 S. River Rd., #2C, Des Plaines, IL 60016.

Permanent Index Number: 09-16-302-022-1016 & 1051

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