

# UNOFFICIAL COPY

94676913

Commitment Number M2226

MFB Loan Number 486581

## MORTGAGE LOAN MODIFICATION AGREEMENT

THIS AGREEMENT is entered into on July 8, 1994, between METROPOLITAN FEDERAL BANK, fsb, Fargo, North Dakota (LENDER), and the undersigned BORROWER for the purpose of modifying the terms of a NOTE hereinafter more fully described. Except as herein specifically set forth, the NOTE, and the Mortgage securing it, shall remain in full force and effect.

Now, therefore, in consideration of this Agreement, and the mutual terms and conditions hereof, and in consideration of the payment by BORROWER of a modification fee of One Thousand Eight and 62/100 Dollars (\$1,008.62), it is hereby agreed as follows:

1. The NOTE referred to in this Agreement is that Promissory Note dated March 25, 1991, given by Edward J. Malek, Jr., divorced not since remarried, to Equity Mortgage Corporation, now known as, or the interest of which has been acquired by, LENDER, in the original amount of One Hundred Thirteen Thousand Two Hundred Fifty and 00/100 Dollars (\$113,250.00), together with interest at the rate of Nine and Three-quarters Percent per annum (9.75%).

2. The NOTE is secured by a Mortgage dated the same date as the NOTE and recorded on April 1, 1991 as Document Number 91-143511 in the office of the County Recorder, County of Cook, State of Illinois, affecting the following described property:

LOT 4 IN THE RESUBDIVISION OF LOT 9 AND THE WEST 1/2 OF LOT 10 IN BLOCK 17 IN BIRCHWOOD BEACH IN FRACTIONAL SECTION 29, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

3. As of June 2, 1994, the unpaid principal balance on the NOTE is One Hundred One Thousand Two Hundred Thirty-nine and 07/100 Dollars (\$101,239.07) which, together with accrued interest and any other amounts due under the NOTE or the Mortgage, if not sooner paid, shall be due on August 1, 2009.

4. The NOTE and, to the extent recited therein, the Mortgage are hereby amended as follows:

- A. The final maturity date is extended to the date set forth in paragraph 3 above.
- B. The monthly payments of principal and interest, commencing on July 1, 1994 and on the same day of each succeeding month, shall be Nine Hundred Seventy-one and 18/100 Dollars (\$971.18), unless adjusted as provided herein or in the NOTE.
- C. The interest rate, effective as of June 1, 1994, shall be Eight and One-eighth Percent (8.125%) per annum.

5. BORROWER assumes all of the obligations of the original NOTE and Mortgage as modified herein and, except as herein modified, to fully perform all of the covenants and agreements of the original NOTE and Mortgage.

6. LENDER'S consent to any modification or assumption as reflected herein shall not obligate LENDER to consent to any further modification or subsequent assumption.

DEPT-01 RECORDING 23.50  
T#0000 TRAN 8959 08/01/94 11:37:00  
#0144 # JB \* 94-676913  
COOK COUNTY RECORDER SB

23.50  
SB

94676913

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*Handwritten signature*

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
County Clerk

Property of Cook County Clerk's Office

94675913

COOK COUNTY CLERK'S OFFICE  
110 N. LAUREL ST. CHICAGO, IL 60602  
TEL: 312.603.4000 FAX: 312.603.4001  
WWW.COOKCOUNTYCLERK.COM

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WITNESS:

METROPOLITAN FEDERAL BANK, fsb,  
FKA Metropolitan Financial Mortgage Corporation

Donald A. Koester

(CORPORATE SEAL)

By Korwin R. Lockie  
Korwin R. Lockie, Vice President

By Julie E. Engel  
Julie E. Engel, Assistant Vice President

STATE OF MINNESOTA

}

} ss.

COUNTY OF RAMSEY

}

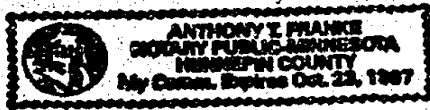
The foregoing instrument was acknowledged before me on July 18, 1994  
by Korwin R. Lockie, the Vice President and by Julie E. Engel, the Assistant Vice President of  
METROPOLITAN FEDERAL BANK, fsb, a Federally Chartered Savings Bank, on behalf of the Bank.

(NOTARIAL SEAL OR STAMP)

Anthony T. Franke  
NOTARY PUBLIC

Hennepin County, Minnesota

My Commission Expires: 10-23-97



BORROWER

Edward J. Malek, Jr.  
Edward J. Malek, Jr.

STATE OF Illinois

} ss.

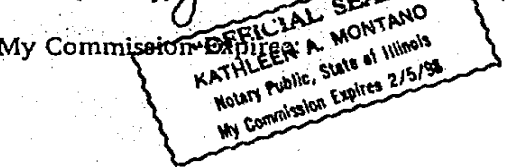
COUNTY OF Cook

The foregoing instrument was acknowledged before me on July 8, 1994  
(date)  
by Edward J. Malek, Jr., divorced not since remarried.

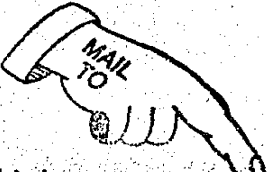
(NOTARIAL SEAL OR STAMP)

Kathleen A. Montano  
NOTARY PUBLIC

McHenry County, Illinois  
(county) (state)

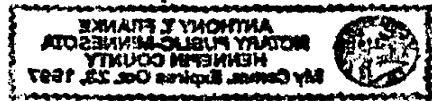


This instrument was drafted by:  
METROPOLITAN FEDERAL BANK, fsb  
425 Robert Street North  
St. Paul, Minnesota 55101-2019



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Property of Cook County Clerk's Office



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