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# 95-055973

\_\_\_\_\_(Space Above Line for Recording Date)\_\_\_\_

## LOAN MODIFICATION AGREEMENT

Loan #: 683352

This Loan Modification Agreement ("Agreement") made this 7 day of Dec, 1994, between Robert Gardner and Shirley J. Gardner ("Borrower") and Citicorp Savings of Illinois, A Federal Savings and Loan Association ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated December 18, 1985 and recorded in Book or Liber \_\_\_\_\_, at page(s) \_\_\_\_\_ of Document/Instrument # 86061446 of the Recorder's Office of Cook County, Illinois (County and State, or other jurisdiction) 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 11620 South Racine Avenue, Chicago, Illinois 60643-5136 (Property Address)

the real property described being set forth as follows:

See Attached Legal Description

PIN 25-20-329-025

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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):

- As of December 1, 1994, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 50,035.95, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- The Borrower promises to pay the Unpaid Principal balance, plus interest, to the order of the Lender. Beginning on December 1, 1994, interest on the Unpaid Principal Balance will be reduced from a yearly rate of 10.425% to the yearly rate of 9.425% (the "rate of interest"). The Borrower promises to make monthly payments of principal and interest of U.S. \$ 454.43 beginning on the 1st day of January, 1995 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.

The Borrower will make payments at Citicorp Mortgage, Inc., 15851 Clayton Road, Ballwin, MO 63011, or at such other place as the Lender may require.

- The Maturity Date of the Note and Security Instrument are extended from January 1, 2016 to February 1, 2016. If on the Maturity Date, the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

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4. The Borrower 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 payment of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument, including all terms and provisions of the Note.
5. Nothing in this agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided 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.

Witness: J. Ann Anton

Robert Gardner (Seal)  
Robert Gardner (Borrower)

Witness: J. Ann Anton

Shirley J. Gardner (Seal)  
Shirley J. Gardner (Borrower)

\_\_\_\_\_  
(Borrower)

\_\_\_\_\_  
(Borrower)

Lender: Citibank, Federal Savings Bank

Witness: \_\_\_\_\_

By: Randall Johnson  
Randall Johnson

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Witness: \_\_\_\_\_

Its: Vice President, Citicorp Mortgage, Inc.,  
Attorney-in-Fact Citibank, F.S.B.

## Record and Return:

Citicorp Mortgage, Inc.  
Document Collection  
P. O. Box 790021  
St. Louis, MO 63179-0021

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State of Illinois )  
County of Cook ) :SS

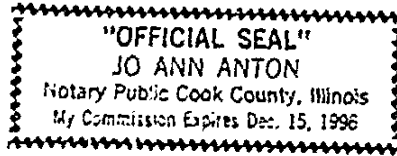
On this 7<sup>th</sup> day of Dec., 1994, before me personally appeared Robert Gardner and Shirley J. Gardner to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Jo Ann Anton

Notary Public

My commission expires: Dec 15, 1996



State of Missouri )  
County of St. Louis ) :SS

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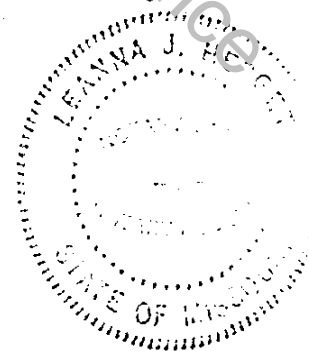
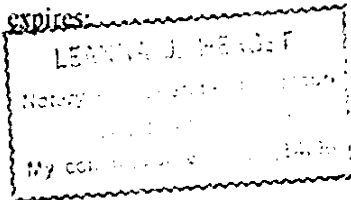
On this 14 day of DECEMBER, 1994, before me personally appeared Randall Dotson, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Leanna J. Herget

Notary Public

My commission expires:



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LOT 6 IN MAPLE PARK ADDITION, A RESUBDIVISION OF BLOCKS 40 AND 41 AND UNSUBDIVIDED LAND BETWEEN SAID BLOCKS IN FREDERICK H. BARTLETT'S GREATER CALUMET SUBDIVISION OF CHICAGO FIRST ADDITION, BEING A SUBDIVISION OF PART OF THE EAST 1/8 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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