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WORTH BANK AND TRUST  
6825 WEST 111TH STREET  
WORTH, ILLINOIS 60482

. DEPT-01 RECORDING \$27.00  
. T42222 TRAN 6014 03/03/95 11:56:00  
. #4594 + KB \* -95-148908  
. COOK COUNTY RECORDER

## NOTE AND MORTGAGE LOAN MODIFICATION AGREEMENT

MODIFICATION AGREEMENT, MADE February 15th, 1995, between WORTH BANK AND TRUST, (The Lender) of 6825 West 111th Street, Worth, Illinois, and BRIAN J. BURKE AND ERIN A. BURKE, (The Borrower) of 10359 South Homan, Chicago Illinois 60655.

### RECITALS

#### WHEREAS,

A. The Lender is the holder of a certain Mortgage dated on October 14, 1994, and executed and delivered to the Lender by the Borrower on or about October 14, 1994, in the amount of SEVENTY THOUSAND, 00/100 (\$70,000.00) DOLLARS (the Note): and

#### WHEREAS,

B. The Note is secured by certain Real Estate Mortgage dated October 14, 1994, and recorded November 2, 1994, as Document #949366083 in COOK County, State of Illinois, (The Mortgage), on real property (the Mortgaged Premises) commonly known as 10359 South Homan, Chicago, Illinois 60655, and legally described as follows:

The South 59.18 feet of lot 6 in Block 4 in Gunn's Subdivision of the East 70 acres of the North 100 acres of the Northeast 1/4 of Section 14, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois: PIN 24-14-204-006/007.

C. The Borrower and Lender wish to modify certain terms of either the Note or the Mortgage, or both, without the necessity of rewriting the Note and/or the Mortgage and without affecting the obligations of the Borrower under the Note and Mortgage (except as set forth in this Modification Agreement).

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable considerations, the Borrower and Lender agree as follows:

1. The Borrower and Lender acknowledge, that as of the date hereof, there is owing upon the Note, the principal sum of FORTY FIVE THOUSAND FIVE HUNDRED THIRTY AND 08/100 (\$45,530.08) DOLLARS, with interest thereon from February 15, 1995.

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2. As designated by the initials of the Borrower and by an "X" in the box adjacent, it is agreed that, as of the date hereof that those provisions of the Note or the Mortgage, or both, that pertain to the underlined language below shall be, and the same are, hereby modified and amended by the language set forth after the appropriate underlined portion which is acknowledged by the "X" and the Borrower's initials.

## MODIFICATION OF TERMS OF THE NOTE:

- Interest Rate. The interest rate of \_\_\_\_\_ %  
per annum is adjusted to a rate of \_\_\_\_\_ %  
per annum on the remaining principal balance.
- Default Rate. The default rate after default or  
acceleration shall be equal to \_\_\_\_\_ %  
per annum.
- Monthly Installment. The monthly installment payment  
shall be \_\_\_\_\_ DOLLARS,  
per month effective \_\_\_\_\_, which includes payments  
of principal and interest.
- Maturity Date. The entire indebtedness including  
principal, accrued interest and all other charges  
evidenced by the Note, shall be due and payable on the  
15th day of May, 1995. (Maturity Date).
- Date of Payment. The due date for the monthly payment  
is changed from \_\_\_\_\_, 19\_\_\_\_, to  
\_\_\_\_\_, 19\_\_\_\_, and on that same  
day each month thereafter.
- Prepayment Penalty. A prepayment of the Note may be  
made. However, if prepayment of the entire balance is  
made within three (3) years from the date of this  
Modification Agreement the Lender may, if allowed by  
law, charge as a prepayment penalty an amount equal to  
One (1.0%) Percent of the amount of the prepayment  
made.
- Late Payment Charge. A late payment charge (if  
allowed) may be made in the amount of \_\_\_\_\_  
(\_\_\_\_\_% ) Percent of the amount of any payment received  
by Lender Fifteen (15) days after the due date  
either set forth in the Note or as modified herein.

## MODIFICATION OF MORTGAGE TERMS:

- Amount Secured The principal amount secured by the  
Mortgage is (increased) (reduced) to the amount of  
\_\_\_\_\_ (\$\_\_\_\_\_) )  
DOLLARS, plus interest as set forth in the Note or as  
modified by this Agreement.

## MODIFICATION - OTHER

- The Note or Mortgage, or both are additionally  
modified as follows or as modified herein:  
\_\_\_\_\_  
\_\_\_\_\_

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3. The parties agree that the Note and the Mortgage, including such changes, modifications, and amendments as are herein contained, are in full force and effect with respect to each and every other term and provision thereof, and nothing herein contained shall in any way affect the lien of the Mortgage on the Mortgaged Premises. Nothing contained in this Modification Agreement shall impair the enforcement of the Note or the Mortgage or the security now held for the indebtedness thereunder, nor alter, or waive, annul, vary or effect any other provision, term, conditions, covenants, duties, obligations or remedies available under the Note and Mortgage therein, except as herein modified. It is the intention of the parties that the terms and provisions of all the original loan documents, including the Note and Mortgage, shall continue in full force and effect, together with those sections as modified by this Agreement.

4. If Borrower consists of two or more persons, the liability of such persons hereunder shall be joint and several.

5. This Agreement shall be binding upon the heirs, successors, and assigns with respect to the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

For the purpose of this Agreement it is executed and effective as of the date of this Agreement set forth above.

WITNESSES:  
Leon Schnayer  
Leon Schnayer

BORROWER:  
Brian J. Burke  
BRIAN J. BURKE  
Erin A. Burke  
ERIN A. BURKE

STATE OF ILLINOIS )  
COUNTY OF COOK )

SS:

On this 17 day of February, 1995, this Agreement was acknowledged before me by \_\_\_\_\_

Leon Schnayer  
OFFICIAL SEAL  
LEON SCHNAYER  
Notary Public, State of Illinois  
My Commission Expires 8-28-98  
My Commission expires 7/28/98

WITNESSES:  
Leon Schnayer

Lender:  
Richard A. Ross  
RICHARD A. ROSS, ASST. VICE PRES.

STATE OF ILLINOIS )  
COUNTY OF COOK )

SS:

On this 17 day of February, 1995, before me a Notary Public in and for said County, personally appeared RICHARD A. ROSS the ASSISTANT VICE PRESIDENT of WORTH BANK AND TRUST and acknowledged the foregoing instrument on behalf of said Bank.

Leon Schnayer  
Notary Public  
Cook County, IL  
OFFICIAL SEAL  
LEON SCHNAYER  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 8-28-98

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My Commission expires

7/28/98

THIS INSTRUMENT PREPARED BY:

Ann Marie Alnimri  
6825 West 111th Street  
Worth, Illinois 60482

PIN 24-14-204-006/007

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