

# UNOFFICIAL COPY 95209011

## LOAN MODIFICATION AGREEMENT

WHEREAS, Citizens Financial Services, FSB formerly known as Citizens Federal Savings and Loan Association of Hammond, Indiana, (Lender) loaned William J. Goze, (Borrower) the sum of Twenty Thousand Dollars (\$20,000.00) as evidenced by an Adjustable Rate Note (Note) executed by Borrower on April 16, 1994;

WHEREAS, to secure the repayment of the debt evidenced by the Note, Borrower executed and delivered to Lender a Mortgage (Security Instrument) supplemented by an Adjustable Rate Loan Rider and Rider to Delete and Substitute Security Instrument Covenants (Riders) each dated April 16, 1994, which Security Instrument and Riders were recorded together on April 25, 1994 in the Office of the Recorder of Cook County, Illinois as Document No. 94368545, and which Security Instrument and Riders affect the following described real estate:

Lot 31 in Block 12 in G. Frank Croissant's Shadow Lawn, a subdivision of that part of the West 1/2 of the Southeast 1/4 and the East 1/3 of the East 1/2 of the Southwest 1/4 of Section 12, Township 36 North, Range 14 East of the Third Principal Meridian lying North of the center line of Michigan City Road, in Cook County, Illinois - commonly known as 531 Oglesby, Columei City, IL 60409 - PIN#29-12-411-002

WHEREAS, the Note, Security Instrument and Riders (Loan Documents) are hereby incorporated herein as part of this Loan Modification Agreement (Agreement);

WHEREAS, the Borrower has requested from Lender an additional loan in the amount of Twelve Thousand Forty Three Dollars and Ninety Three Cents (\$12,043.93) and further requests that the additional loan be added to the outstanding balance of the above-described loan.

WHEREAS, Lender is willing to approve the additional loan which will be combined with the outstanding balance of the existing loan provided that the Borrower agrees to increase the interest rate from 7.25% to 7.75% until the first change date scheduled May 1, 1997 and reamortize monthly principal and interest payments over the remaining term of Two Hundred Ninety (290) months. In further consideration of Lender's consent, Borrower shall pay to Lender a Processing Fee of \$100.00, a Loan Fee of \$100.00 and title and recording fees.

THEREFORE, it is hereby agreed that the terms of said loan as modified are as follows:

1. The above stated Advance shall be added to the present unpaid balance of said indebtedness, and the balance of said indebtedness, as of the date of this Agreement, including such Advance, is Thirty One Thousand Eight Hundred Dollars (\$31,800.00), all of which the Borrower promises to pay with interest at a rate of 7.75% per year until the first interest rate Change Date scheduled May 1, 1997.
2. Beginning April 1, 1995, the unpaid principal balance will be repaid in consecutive monthly payments of principal and interest in the initial amount of Two Hundred Forty Two Dollars and Ninety Three Cents (\$242.93) and on the first Change Date and all Change Dates thereafter, if the interest rate changes, the amount of the monthly payment may change. Said monthly installments shall continue until the entire indebtedness is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable in full on May 1, 2019.
3. Borrower has paid to Lender a Processing Fee of \$100.00, the receipt of which is hereby acknowledged.
4. Borrower has paid to Lender a Loan Fee of \$100.00, the receipt of which is hereby acknowledged.
5. Borrower has paid to Lender Title Fees of \$204.00, the receipt of which is hereby acknowledged.

DEPT-01 RECORDING \$23.00  
T00012 TRAN 3296 03/28/95 13:34:00  
#2623 + JH #95-208011  
COOK COUNTY RECORDER

7504391 OF/mc

2300

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Property of Cook County Clerk's Office

• DEPT OF RECORDING  
• 74002 INH 525 03/20/06 111100  
• 4026 1 11 \* 95 288010  
• 4026 50887X RECORDS

\$23.00

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- 6. Borrower hereby certifies that Borrower is the owner of the above-described property and that except for the Security Instrument described in this Agreement, there are no other liens, unpaid assessments, unrecorded contracts or claims against the property.
- 7. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Loan Documents. Except as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged and in full effect and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

IN WITNESS WHEREOF, Lender and Borrower have executed this Agreement this 18th day of March, 1995.

CITIZENS FINANCIAL SERVICES, FSB

BY Tina Margeas  
Tina Margeas, Asst. Vice President

William J. Goze  
William J. Goze (Borrower)

ATTEST: Elizabeth R. Siegel  
Elizabeth R. Siegel, Asst. Secretary

STATE OF INDIANA )  
                                  )SS:  
COUNTY OF LAKE )

Before me, a Notary Public in and for said County and State, on this 18th day of March, 1995 personally appeared Tina Margeas and Elizabeth R. Siegel personally known to me to the Assistant Vice President and Assistant Secretary of Citizens Financial Services, FSB, respectively, and each acknowledged execution of the foregoing instrument for and on behalf of said corporation and by authority of its Board of Directors.

IN WITNESS WHEREOF, I have affixed my hand and Notarial Seal.

Lawanda Edmund  
Lawanda Edmund Notary Public

My Commission Expires: April 13, 1998  
County of Residence: Lake

STATE OF INDIANA )  
                                  )SS:  
COUNTY OF LAKE )

Before me, a Notary Public in and for said County and State, on this 18th day of March, 1995, personally appeared William J. Goze and acknowledged execution of the foregoing instrument.

IN WITNESS WHEREOF, I have affixed my hand and Notarial Seal.

Janet Pavelka  
Janet Pavelka Notary Public

My Commission Expires: 1-28-98  
County of Residence: LAKE

**BOX 333-CTI**

THIS INSTRUMENT PREPARED BY:  
Mail to:

Tina Margeas, Asst. Vice President  
Citizens Financial Services, FSB  
707 Ridge Road, Munster, Indiana 46321-1678

95208011

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BOX 393-611