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DEPT-01 RECORDING \$25.50
 T#0011 TRAN 4406 11/18/96 14:16:00
 #1583 KP #96-977613
 COOK COUNTY RECORDER
 DEPT-10 PENALTY \$22.00

25.50
 P 22.00

MODIFICATION AGREEMENT
 (Change to Maturity Date)

CMI/CB #10060145

ETG 34870-06

THIS MODIFICATION AGREEMENT is made and entered into this 15th day of April, 1996, by and between Citibank, F.S.B. ("Lender") and John Frank and Carol Frank ("Borrower"), which covers the real and personal property described in the Security Instrument ("Security Instrument") and defined therein as the "Property", located at 2652 West Seipp Street, Chicago, IL 60652-3939, the real property described being set forth in Section _____, Lot _____, Block _____ as follows:

WHEREAS, Lender and Borrower entered into a loan ("Loan") on July 26, 1991, evidenced by a Note ("Note") and secured by a Security Instrument in the form of:

A Mortgage or Deed of Trust recorded in Book/Liber 91-388194 at Page _____ of the Official Records of Cook County, Illinois and/or

A Security Instrument and Uniform Commercial Code and Financial Statement dated _____; and

WHEREAS, Lender is entitled to enforce the terms of the Loan and to receive payments under the Note; and WHEREAS, Borrower now desires to modify the terms of said Loan in accordance with the terms specified below.

NOW THEREFORE, in consideration of the mutual promises contained herein, Lender and Borrower agree as follows:

1. **MODIFICATION OF LOAN TERMS.** Beginning on April 01, 1996, the yearly rate of interest on the Note and the corresponding monthly installments due to Lender will be according to the following schedule:

Beginning Date	Yearly Rate	Mo. Installment	First Due Date
<u>04/01/96</u>	<u>10.875%</u>	<u>\$1,143.17</u>	<u>05/01/1996</u>
	<u>10.875%</u>	<u>\$1,145.03</u>	<u>04/01/2026</u>

The monthly installments listed above are made up of principal and interest unless interest only ("I.O.") installments are specified. If under the original Loan Terms, borrower is obligated to pay Lender an escrow payment with each monthly installment, such obligation shall continue.

The amount payable under the Note and the Security Instrument ("Unpaid Principal Balance") is \$121,241.16, consisting of the amount(s) loaned to the Borrower by the Lender and any capitalized amounts.

2. **INTEREST AFTER DEFAULT.** The yearly rate of interest applicable to the Loan prior to execution of this Modification Agreement shall apply after any default under the terms of the Note, Security Instrument or this Modification Agreement.

3. **ESCROW/DELINQUENT INTEREST.** Effective as of the date of this Modification Agreement, the principal indebtedness evidenced by the Note and this Modification Agreement will include any amounts for escrow payments advanced by lender on Borrower's behalf and for delinquent interest accrued in accordance with the terms of the Note.

4. **SECURITY INSTRUMENT.** Lender and Borrower agree the Security Instrument described above will continue to secure all obligations to Lender under the Note as modified by this Modification Agreement. Nothing in this Modification Agreement will affect or impair Lender's security interest in, or lien priority on, the property described in the Security Instrument, and/or be construed to be a novation, satisfaction or a partial or total release of the Note or Security Instrument.

5. **COMPLETE TRANSACTION.** Except as expressly modified by this Modification Agreement, all terms of the Note

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MODAGREER TRM Rev. 02/20/96 Notary Commission Expires: June 27, 1997

MAY 15 1996

My Commission Expires: KAY WILLIS Notary Public - Notary Seal

RECEIVED

Notary Public

Signature of Kay Willis

On this 14 day of May, 1996, before me appeared Maria Merenghi, to me personally known, being by me duly sworn or affirmed, whose address is 15851 Clayton Road, Ballwin, MO 63011, did say that she is the ASSISTANT VICE PRESIDENT OF CITICORP MORTGAGE, INC., and that the seal fixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of the Board of Directors, and Maria Merenghi acknowledged said instrument to be the free act and deed of said corporation.

OFFICIAL SEAL MARY A. FRANK NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES 11-18-00

My Commission Expires:

Notary Public

Signature of Mary A. Frank

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.

On this 14 day of May, 1996, before me personally appeared [Name], to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that [Name] executed the same as [Name] free act and deed.



State of) County of)

15851 Clayton Road Ballwin, MO 63011

Prepared By: Jennifer R. Jones

By: [Signature] This: Maria Merenghi, Assistant Vice President

Page 05/04/90 on of the Official Records of Cook County, Illinois at 90-207235 as recorded in Book/Liber 20-207235

CITICORP MORTGAGE, INC., LENDER

Table with columns for Name, Date, and other details. Includes Carol Frank and John Frank.

DELINQUENT INTEREST ACCRUED BUT NOT CAPITALIZED. Delinquent interest accrued and capitalized (i.e., added to the outstanding principal balance) in the modified loan principal balance is \$3,156.19. Other charges (if any) accrued and capitalized is \$0.00. Delinquent interest and other charges (if any) accrued but not capitalized are \$1,114.01. The amounts represent a portion of the delinquent interest accrued due from 12/01/95 through 04/01/96 under the terms of the original Note and Security Instrument. The Lender and Borrower agree that this amount may be included in the payoff balance at the time the loan matures or is otherwise paid in full. The amount of delinquent interest accrued will be assessed an interest rate of 0%.

LENDER AND BORROWER AGREE AND ACCEPT THE TERMS OF THIS MODIFICATION AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

9. DELINQUENT INTEREST ACCRUED BUT NOT CAPITALIZED. Delinquent interest accrued and capitalized (i.e., added to the outstanding principal balance) in the modified loan principal balance is \$3,156.19. Other charges (if any) accrued and capitalized is \$0.00. Delinquent interest and other charges (if any) accrued but not capitalized are \$1,114.01. The amounts represent a portion of the delinquent interest accrued due from 12/01/95 through 04/01/96 under the terms of the original Note and Security Instrument. The Lender and Borrower agree that this amount may be included in the payoff balance at the time the loan matures or is otherwise paid in full. The amount of delinquent interest accrued will be assessed an interest rate of 0%.

LENDER AND BORROWER AGREE AND ACCEPT THE TERMS OF THIS MODIFICATION AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

8. CHANGE OF MATURITY DATE. The term of the Note and Security Instrument shall change from the original scheduled maturity date of August 01, 2006 and is extended to the new maturity date of April 01, 2026.

7. OTHER TERMS. If any terms of this Modification Agreement are deemed invalid or unenforceable, this Modification Agreement shall immediately terminate and the original terms of the Note and Security Instrument shall apply to the Loan.

6. NON-WAIVER. This Modification Agreement does not constitute a limitation or waiver of Lender's right to prohibit, or restrict, any future modifications requested by Borrower or to enforce any rights or remedies contained in the Note and Security Instrument.

5. OTHER TERMS. If any terms of this Modification Agreement are deemed invalid or unenforceable, this Modification Agreement shall immediately terminate and the original terms of the Note and Security Instrument shall apply to the Loan.

4. CHANGE OF MATURITY DATE. The term of the Note and Security Instrument shall change from the original scheduled maturity date of August 01, 2006 and is extended to the new maturity date of April 01, 2026.

3. DELINQUENT INTEREST ACCRUED BUT NOT CAPITALIZED. Delinquent interest accrued and capitalized (i.e., added to the outstanding principal balance) in the modified loan principal balance is \$3,156.19. Other charges (if any) accrued and capitalized is \$0.00. Delinquent interest and other charges (if any) accrued but not capitalized are \$1,114.01. The amounts represent a portion of the delinquent interest accrued due from 12/01/95 through 04/01/96 under the terms of the original Note and Security Instrument. The Lender and Borrower agree that this amount may be included in the payoff balance at the time the loan matures or is otherwise paid in full. The amount of delinquent interest accrued will be assessed an interest rate of 0%.

2. LENDER AND BORROWER AGREE AND ACCEPT THE TERMS OF THIS MODIFICATION AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

1. CAROL FRANK and JOHN FRANK

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LOTS 1 AND 2 (EXCEPT THE EAST 30 FEET) IN SIEVERA SEIPP FOREST HILL SUBDIVISION
BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N.19-36-418-029

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