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76-42-022 NA

DEPT-01 RECORDING \$27.00  
T#0012 TRAN 3276 12/05/96 12:02:00  
\$4726 + CG \*-96-921431  
COOK COUNTY RECORDER

## LOAN MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made this 25th day of November of 1996, by and between Ronald A. Lindquist and Denise G. Lindquist, his wife (herein after referred as "Mortgagor") and North Community Bank, an Illinois Banking Corporation, with an office at 3639 North Broadway, Chicago, Illinois 60613 (hereinafter called "Mortgagee").

### WITNESSETH:

27 Nov 96  
B3

This Agreement is based upon the following recitals:

A. On August 20, 1996 for full value received, Columbia National Bank of Chicago, not personally but as trustee under trust agreement dated July 16, 1996 and known as trust no. 5215 executed and delivered to Mortgagee a Promissory Note in the principal amount of FOUR HUNDRED EIGHTY EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND 00/100 (\$488,750.00) (hereinafter called the "Note"), which payment was additionally secured by a certain Mortgage (hereinafter called the "Mortgage"), dated June 18, 1993, covering certain improved real property in the County of Cook, State of Illinois, which Mortgage was recorded on October 8, 1993 known as Document No. 93809776 with the Recorder of Deeds of Cook County, Illinois, covering the property described below (hereinafter called the "Mortgaged Premises"):

LOT 12 IN BLOCK 2 IN MANUS NORTH SHORE ESTATES, BEING IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 04-05-403-010

PROPERTY ADDRESS: 504 ALICE DRIVE, NORTHBROOK, IL.

B. Mortgagor has requested that certain modifications be made in the above-mentioned Note and Mortgage.

C. The outstanding principal balance of said Note as of November 25, 1996 is \$168,750.00.

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BOX 333-CTI

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D. Mortgagor represents to Mortgagee that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises (unless disclosed to Mortgagee, and such subsequent lienholder has agreed to consent to this Modification Agreement and subordinate its lien to the lien of the Mortgage, as herein modified, which Consent and Subordination is attached hereto as Exhibit "A"), and that the lien of the Mortgage, as herein modified, is a valid, junior and subsisting lien of said Mortgaged Premises.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby mutually agree that the Note and Mortgage are hereby modified as follows:

1. The Note amount will be increased from \$488,750.00 to \$513,750.00.
2. All other terms and provisions of the Note and Mortgage will remain in full force and effect.

In consideration of the modification of the terms of the Note and Mortgage by Mortgagee, as hereinabove set forth, Mortgagor does hereby covenant and agree to pay the balance of the indebtedness evidenced by the Note and secured by the Mortgage as herein modified, and to perform the covenants contained in the Mortgage, and further agrees that the prepayment privilege now in effect shall remain in full force and effect, and Mortgagor represents to Mortgagee that there is no junior mortgage or other subsequent lien now outstanding against the Mortgaged Premises held by Mortgagee, except as otherwise disclosed herein, and that the lien of the Mortgage is a valid, first and subsisting lien on said Mortgaged Premises.

Nothing herein contained shall in any manner whatsoever impair the Note and the Mortgage as modified hereby, or the first lien created thereby or any other documents executed by Mortgagor in connection therewith, or alter, waive, vary or affect any promise, agreement, covenant or condition recited in any of the above-mentioned documents. Except as hereinabove otherwise provided, all terms and provisions of the Note, Mortgage and other instruments and documents executed in connection with the subject mortgage loan, shall remain in full force and effect and shall be binding upon the parties hereto, their successors and assigns.

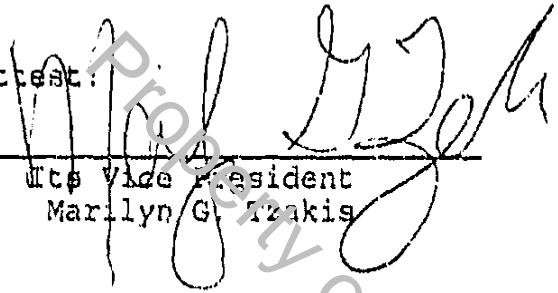
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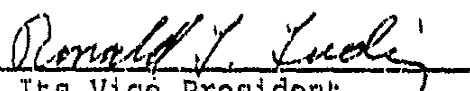
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IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

Attest:  
  
Its Vice President  
Marilyn G. Tzakis

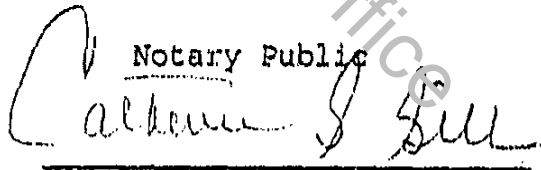
NORTH COMMUNITY BANK, Mortgagee:

  
Its Vice President  
Ronald L. Ludewig

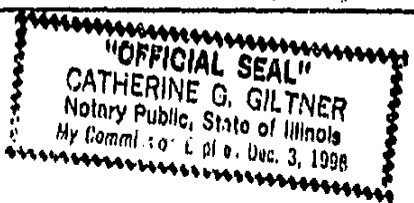
STATE OF ILLINOIS ) ss.  
COUNTY OF COOK )

I, Catherine G. Giltner, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Marilyn G. Tzakis and Ronald L. Ludewig personally known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the Vice President and Vice President of NORTH COMMUNITY BANK, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, and that the seal affixed to the foregoing instrument is the corporate seal and the said instrument was signed, sealed and delivered in the name and in behalf of said corporation as the free and voluntary act of said corporation for the uses and purposes set forth.

Given under my hand and notarial seal this 25th day of November, 1996.

Notary Public  


Prepared by/Mail To:  
  
North Community Bank  
3639 N. Broadway  
Chicago, IL 60613



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IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

Ronald A. Lindquist

Ronald A. Lindquist

Denise G. Lindquist

Denise G. Lindquist

STATE OF ILLINOIS )

) ss.

COUNTY OF COOK )

I, Catherine G. Giltner Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Ronald A. Lindquist and Denise G. Lindquist, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

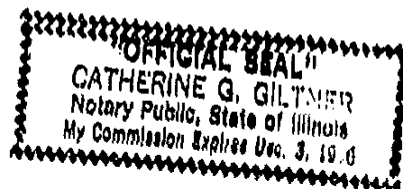
Given under my hand and notarial seal this 25th day of November, 1996.

Notary Public

Catherine G. Giltner

Prepared by/Mail To:

North Community Bank  
3639 N. Broadway  
Chicago, IL 60613



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