

UNOFFICIAL COPY

Form 3179 2/88

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

4. All such other place as the Lender may require.

1. As of July 30, 1997, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$104,500.00, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.875%, from July 30, 1997. The Borrower promises to make monthly payments of principal and interest of U.S. \$757.70, beginning on the 1st day of September 1997, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on August 1, 2027 (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.

The Borrower will make such payments at 5600 North River Road, Suite 600, Rosemont, IL 60018

In consideration of the mutual promises and agreements contained in the Note or Security Instrument, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

AT&T, INC

SEE ATTACHED 'SCHEDULE A' FOR LEGAL DESCRIPTION.

the real property described being set forth as follows:
(Property Address)

412 South Clinton Avenue, Steckney, IL 60402 (Mailing: 412 S. Clinton, Steckney, IL 60402)

(Name of Record)
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 412 South Clinton Avenue, Steckney, IL 60402 (Mailing: 412 S. Clinton, Steckney, IL 60402)

Records of Cook County, Illinois, 7593049
(County and State, or other jurisdiction)

of the
or Liber
Instrument", dated July 30, 1997
(at page(s))
and recorded in Book
("Lender", and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), 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 412 South Clinton Avenue, Steckney, IL 60402 (Mailing: 412 S. Clinton, Steckney, IL 60402)

("Borrower") and Superior Bank FSB

This Loan Modification Agreement ("Agreement"), made this July 1997, between Michael D. Vazalopoulos and Sandra D. Holzwa

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

(Space Above This Line for Recording Date)

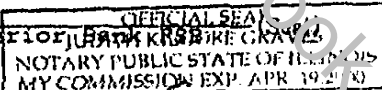
BOX 370

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If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

- 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 payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the Note and the Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (b) above.
- 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.

Lender:


Michael D. Anzelone
Michael D. Anzelone (Seal)
-Borrower

By:

[Signature]
Notary Public of IL
Sandi D. Holewa
Sandi D. Holewa (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Space Below This Line For Acknowledgments)

SCHEDULE 'A'

Tax ID #: 19-06-115-020

Property Address: 4112 South Clinton Avenue, Stickney, IL 60402

The South 12 feet of Lot 5, Lot 6 (except the South 6 feet thereof) in Block 9 in Oak Park Avenue Subdivision, being a subdivision of the following Blocks and parts of Blocks in B.F. Shotwell's Subdivision of the East half of the North West quarter of Section 6, Township 38 North, Range 13 East of the Third Principal Meridian, to wit: Block 1 (except the North East quarter thereof) Blocks 2, 4, 5, and Block 6 (except the North West quarter thereof) and except the South 156 feet of the East 152 feet thereof) Block 7 (except the North half and except the North 40 feet of that part of the South half thereof), lying East of the East line of alley) Blocks 8, 9, and the North 249.15 feet of the West half of Block 10, and all of Block 11, in Cook County, Illinois.

Prepared by:

Michael Vitale

6332 W. 26th ST. 1

Berwyn IL 60402

Cook County Clerk's Office

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