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- DEPT-04 RECORDING - 409,50 - F\$5666 TRAM 2706 01/23/97 18:44/400 - \$2036 \$ F\$15 - 第一級フィーかける22 1 を - COOK COUNTY MICCINES

LOAN MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT made this 27th day of August 1997, by and between Mirza M. Yusuf also known as Yusuf M. Mirza, a married man (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:

This Agreement is based upon the following recitals:

A. On August 30, 1995, for full value received, Mirza M. Yusuf also known as Yusuf M. Mirza, a married man, execured and delivered to Mortgagee a Promissory Note in the principal amount of ONE HUNDRED THOUSAND AND iNO/100 DOLLARS (\$ 100,000,00) (hereinafter called the "Note"), and secured ne payment thereof by granting to Mortgagee, among other things, a certain Mortgage (hereinafter called the "Mortgage"), of even date with said Note, covering certain improved real property in the County of Cook, State of Illinois, which Mortgage was recorded on August 30, 1995 as Document No. 95577803 with the Recorder of Deeds of Cook County, Illinois, covering the property described below (hereinafter called the "Mortgaged Premises");

UNIT NOS. 217, 219, 311 402, 416, 423 AND 525 IN PRINCETON HOUSE CONSONDINUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (PERFINAFTER REFERRED TO AS "PARCEL"):

LOTS 1, 2, 3 AND THE NORTH 15 FEET OF LOT 4 IN BLOCK 19 IN COCHRAN'S SECOND ADDITION TO EDGEWATER, BEING A SUBDIVISION OF THE EAST FRACTIONAL 1/2 OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST, 5,320 FEET OF THE SOUTH 1,913 FEET THEREOF AND THE RIGHT OF WAY OF THE CHICAGO EVANST ON AND LAKE SUPERIOR RAILROAD) IN COOK COUNTY, ILLINOIS,

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 25271247, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Property address:

5920 North Kenmore, Unit Nos. 217,219,311,402,416,423,525.

Chicago, Illinois 60660

Tax Identification Numbers: 14-05-401-041-1018, 14-05-401-041-1020, 14-05-401-041-1097, 14-05-401-041-1036, 14-05-401-041-1064, 14-05-401-041-1051 and 14-05-401-1071

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- 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 August 27, 1997 is \$ 38,099.59.
- 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 r, valid, junior and subsisting lien of said Mortgaged Premises.
- E. Vebereas, said Note has reached a maturity of August 30, 1996 and was extended under a Promissory state dated August 30, 1996, it was agreed to extend the loan to August 30, 1997, that no interest rate on said loan would remain the same and all other terms and provisions of the Note and Mortgage and Assignment of Rents would remain in full force and effect;

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 maturity date of the Note will be extended from August 30, 1997 to September 5, 1998.
- 2. The monthly interest payment will be due on the fifth of each month starting October 5, 1997.
- 3. The Note, secured by the above referenced mortgage, will remain a revolving line of credit, but the principal balance of the revolving line of credit will be reduced to \$50,000.00
- 4. The mortgage will include a Waiver of Right of Redemption to read as follows: NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b), AS NOW ENACTED OR AS MODIFIED, AMENDED OR REPLACED, OR ANY SIMILAR LAW EXISTING NOW OR AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON BEHALF OF GRANTOR AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.
- 5. All others terms and provisions of the Note and Mortgage will remain in full force and effect.

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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.

Noting 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 condican recited in any of the above-mentioned documents. Except as hereinabove otherwise provided, an 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.

on the parties hereto, their successors and assignment.

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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.

Yasuf A/K/A Yusuf M. Mirza

STATE OF ILLINOIS)

) ss.

COUNTY OF COOK)

1. Lori J. Bailey, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Mirza M. Yusuf A/K/A Yusuf M. Mirza, personally know. (b) me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he or she signed, sealed and delivered the said instrument as there free and voluntary act and deed, for the uses and purposes therein set forth.

Olympia Colored Colore Given under my hand and potarial seal this 27th day of August , 1997.

"OFFICIAL STAL"
LORE J. BAILEY
Notary Pothic State of Mingle

My Commission Suppress 097/22/99 Bosessesses of the transference of the second Notary Public

Prepared By/Mail To:

North Community Bank 3639 North Broadway Chicago, Illinois 60613

Proberty of Coot County Clerk's Office

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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.

NORTH COMMUNITY BANK, Mortgagee:

Attest:

Alice C. Walter, Assistant Vice President

STATE OF ILLINOIS)

) \$8.

COUNTY OF COOK

I, Lori J. Bailey, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Gerald S. Roman and Alice C. Walter, 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 Assistant 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 2/th day of August, 1997. Enely of the Office

grander and a superior and a superio "OFFICIAL SEAL" LORI J. BAILEY Notary Public, State of Illinois

My Commission Expires 09/22/99

Horosophonochronopho Prepared By/Mail To:

North Community Bank 3639 North Broadway

Chicago, IL 60613

Notary Public

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