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Cook County Recorder \$1.00

This form was prepared by: **Northview Bank & Trust**
245 Waukegan Road
Northfield, IL 60093

(Space Above This Line For Recording Date)

Call 1904838

(4)

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **1ST** day of **DECEMBER**, 1997, between **John W. Mast and Sonja T. Mast**

("Borrower") and

Northview Bank & Trust

("Lender"), amends and

supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated **03/11/97** and recorded in Book or Liber **_____**, at page(s) **_____**, of the **Recorder of Deeds, Cook County as Document # 97-205807**, (Name of Records)

Records of **Cook Illinois** (County and State, or other Jurisdiction)

and (2) the Note bearing the same date 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 **1800 A Wildberry Drive, Glenview, IL 60025** (Property Address)

the real property described being set forth as follows:
See Exhibit "A" attached hereto and made a part hereof

BOX 343

CENTENNIAL TITLE INCORPORATED

PERMANENT TAX NUMBER : 04-23-302-036-1001

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

- As of **DECEMBER 1, 1997**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **80,208.18**, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- 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 **7.000 %**, from **DECEMBER 1, 1997**. The Borrower promises to make monthly payments principal and interest of U.S. \$ **537.22**, beginning on the **1ST** day of **JANUARY, 1998**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **APRIL 1, 2002** (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 **245 Waukegan Road, Northfield, IL 60093** or at such other place as the Lender may require.
- 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.

LOAN MODIFICATION AGREEMENT-Single Family-Fannie Mae Uniform Instrument

Form 3179 2/88

852 (9802)
FM3179 (4/30/98)

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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 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 (a) 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.

_____ (Seal) John W. Mast (Seal)
 Northview Bank & Trust -Lender John W. Mast -Borrower
 By: [Signature] _____ (Seal)
 _____ Sonja T. Mast -Borrower
 _____ (Seal)
 _____ -Borrower
 _____ (Seal)
 _____ -Borrower

[Space Below This Line For Acknowledgments]

EXHIBIT A

LEGAL DESCRIPTION:

UNIT NUMBER 12-"A" AS DELINEATED ON THE SURVEY OF THE FOLLOWING PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS "PCL"): THAT PART OF BLOCK 2, IN VALLEY LO-UNIT NUMBER 5, BEING IN SECTION 23, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF SAID BLOCK 2, -AT A POINT WHICH IS 969.54 FEET EAST FROM THE NORTH WEST CORNER OF SAID BLOCK 2, AND RUNNING THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE OF BLOCK 2, A DISTANCE OF 171.41 FEET TO THE NORTHEASTERLY LINE OF WILDBERRY DRIVE, THENCE NORTHWESTWARDLY ALONG SAID NORTHEASTERLY LINE OF WILDBERRY DRIVE, BEING HERE A STRAIGHT LINE, A DISTANCE 10.33 FEET TO A POINT OF CURVE; THENCE CONTINUING NORTHWARDLY ALONG SAID NORTHEASTERLY LINE OF WILDBERRY DRIVE, BEING HERE THE ARC OF A CIRCLE CONVEX TO THE NORTH EAST AND HAVING RADIUS OF 80 FEET. A DISTANCE OF 62.83 FEET TO A POINT OF TANGENT IN THAT NORTH LINE OF WILDBERRY DRIVE WHICH IS 140.67 FEET SOUTH FROM THE NORTH LINE OF SAID BLOCK 2; THENCE WEST ALONG SAID NORTH LINE OF WILDBERRY DRIVE, A DISTANCE OF 26.13 FEET TO AN INTERSECTION WITH A LINE WHICH IS PERPENDICULAR TO THE NORTH LINE OF SAID BLOCK 2, AND WHICH INTERSECTS THE NORTH LINE OF SAID BLOCK 2 AT A POINT WHICH IS 879.54 FEET FROM THE NORTH WEST CORNER OF SAID BLOCK 2; THENCE NORTH ALONG SAID LAST DESCRIBED PERPENDICULAR LINE, A DISTANCE 140.67 FEET TO SAID NORTH LINE OF SAID BLOCK 2, AND THENCE EAST ALONG SAID NORTH LINE OF BLOCK 2, A DISTANCE OF 90 FEET TO THE POINT OF BEGINNING, COMMONLY KNOWN AS 1800A WILDBERRY DRIVE GLENVIEW, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO A CERTAIN DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY THE NORTH WEST NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER A CERTAIN TRUST AGREEMENT DATED FEBRUARY 2, 1971 KNOWN AS TRUST NUMBER 1007, AND RECORDED IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT 21867098, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING THE UNITS THEREON AS DEFINED AND SET FORTH IN SAID DECLARATION OF CONDOMINIUM OWNERSHIP AND SURVEY) IN COOK COUNTY, ILLINOIS.

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STATE OF ILLINOIS

COUNTY OF Cook

I, Kooi Lin Chaddah, a Notary Public in and for said county and state do hereby certify that John W. Mast and Sonja T. Mast, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 1st day of December, 1997

My Commission Expires: 10/08/01

Kooi Lin Chaddah

Notary Public



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