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Prepared by: Junet M. Saunders Liberty Federal Bank 4 Grant Square



LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

Loan No. 017-6065809

This Loan Modification Agreement ("Agreement"), made this December 1st, 1997, by and between William M. Frame, and Shelloy Bobock, husband and wife, and Liberty Federal Bank, formerly known as Liberty Federal Savings Bank ("Lender"), amends and supplements (I) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated October 1, 1994 and recorded as Document No. 94874337; (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", lecated at

2408 Center Ave. Northbrook 60062-4453

[Property Address]

the real property described being set forth as follows:

Permanent Real Estate Index Number: 04-09-310-022

Legal Description: LOT 5 (EXCEPT THE E-1 FOOT) IN NORTHBROOK GARDENS, A SUBDIVISION OF THE E-10 ACRES OF THE S-1/2 OF THE N-1/2 OF THE SW-1/4 (EXCEPT THE E-3C FEUT) OF SECTION 9, TOWNSHIP 42 NORTH, BANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COGK COUNTY, ILLINOIS.

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 expected to be U.S. \$156,656.85 consisting of the amount(s) ionized to the Borrower by the Lender and any interest capitalized to date.

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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 7,50 from December 1, 1997, until the full amount of principal has been paid. The borrower promises to make monthly payments of principal and interest in the sum of \$1130.16 beginning on the January 1, 1998 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on November 1, 2024, 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 LIBERTY FEDERAL BANK, ONE GRANT SQUARE, HINSDALE, IL 60521 or at such other place as the Lender may require.

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 Secure, It strument.

If the London exercises this option, the London 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 expilation 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 limital or, 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 Secarar Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of literest 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 Nove or Security histrument 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 bender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agresment.

By:

Donald A. Berg.

Attest:

Assistant Vice President

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| State of Illinois) SS |
|--|
| County of DuPage) |
| a Notary Public in and for the county, in the State aforesaid, DO HEREBY CERTIFY that DONALD A. BERG, personally known to me to be the Senior Vice President of LIBERTY FEDERAL BANK and GIA M ORMOND, personally known to me to be the Assistant Vice President of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Senior Vice President, and Assistant Vice President, they signed and delivered the said instrument as Senior Vice President, and Assistant Vice President, of said corporation, and caused the corporate seal of said corporation, to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary set, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth. |
| GIVEN under my hand and notarial seal this <u>Ish</u> day of <u>December</u> 19 <u>97</u> |
| "OFFIC: AL" JANET M. INDERS Notary Public: 1961 AV Commis 1: 4.200 |
| |
| State of Illinois) County of)SS |
| David L. Grobart , a Notary |
| Public in and for the county and State aforesaid, DO HEREBY CEFTIFY that William M. Frame and Shelley Bobeck, husband and wife personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me (his day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth. |
| Given under my hand and notarial seal this 15th day of December A.D. 19 97 |
| Notary Public |
| OFFICIAL SEAL DAVID L GROBART NOTARY PUBLIC, STATE OF RELINOIS MY GOMMISSION EXPIRES: 11-01/89 |

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