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Cook County Recorder

#### MODIFICATION TO MORTGAGE AND NOTE

This modification to Mortgage and Note entered as of the 5th day of May 1998, by and between Philip L. Zeid and Paula Klein, A/K/A Paula Zeid ("Borrower") and LaSalle Bank N.A. formerly known as Co-America Bank, formerly known as Affiliated Bank/Franklin Park, Mortgagee").

#### WITNESSETH

WHEREAS, Borrower made, executed and delivered that certain Balloon Note dated AUGUST 13, 1987 in the principal amount of TWO HUNDRED THIRTY THOUSAND DOLLARS AND 00/100 Dollars (\$230,090.00) ("Note") to Mortgagee, which Note is secured by the Mortgage dated AUGUST 13, 1987, and all riders thereto ("Mortgage") which was recorded on October 15, 1987 as Document No. 3659484 in the office of the Recorder of Deeds, COOK County, Illinois; and

WHEREAS, the principal amount of \$180,890.50 remains unpaid on the Note as of the date hereof; and

WHEREAS, Borrower has requested Mortgagee to extend the maturity date of the loan ("Loan") evidenced by the Note and

WHEREAS, Borrower has requested and Mortgagee has agreed to modify the Mortgage and Note to extend the maturity date of the Note on the terms and conditions set forth herein; and

WHEREAS, Borrower recognizes and affirms that the lien aforesaid held by Mortgagee is a valid and existing lien on the real property locaced in COOK County, State of Illinois, legally described in exhibit "A" attached hereto and incorporated by reference herein ("Premises").

NOW, THEREFORE, in consideration of the premises and of the matual covenants and promises contained herein, the parties hereto agree as follows:

- 1. The foregoing recitals are incorporated by this reference as if fully set forth herein.
- 2. Borrower hereby covenants, promises and agrees to perform each and all of the covenants, agreements and obligations contained in the Mortgage and Note performed by the Borrower therein at such time and in such manner in all respects as provided therein and to be bound by all terms and provisions of said mortgage and Note as modified hereby.

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- 3. The Mortgage and Note shall be modified to provide as follows:
  - (a) The "Principal" (as such term is defined in the Note) as the effective date hereof is \$180,890.50,
  - (b) The applicable yearly rate of interest shall be 6.875%; effective June 1, 1998,
  - (c) The Maturity Date (as such term is defined in the Note) shall be May 1, 2013; and
  - (d) The monthly payment amount shall be \$1613.28 (Principal and interest), effective June 1, 1998.
- 4. Borrowers agrees that all references in the Note to the "Mortgage" or "Security Instrument" shall be deemed to be references to the Mortgage as modified hereby, and Borrower further agrees, recognizes and affirms that the Mortgage is hereby supplemented and modified to secure the Note as modified hereby.
- 5. Borrower agrees that all references in the Mortgage to the "Note" shall be deemed to be references to the Note as modified hereby.
- 6. Except as herein modified, the terms and covenants of the Mortgage and Note shall remain in full force and effect.
- 7. Borrower represents and warrants to Mortgagee that there are no mortgages or subsequent liens presently outstanding against the premises other than the of cementioned Mortgage.
- 8. The Premises shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage and nothing done pursuant hereto shall affect or hinder the conveyance affected by the Mortgage except as expressly provided herein; provided further that the parties hereto expressly agree that the lien of the Mortgage is a valid ad existing lien on the Premises, and execute the Agreement on the express condition that the execution of the Modification to Mortgage and Note will not impair the lien of said Mortgage, and that upon a breach of said condition, that this agreement will not take effect and shall be void.

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- 9. The original signed copy of this Modification to Mortgage and Note shall be duly recorded in the Office of the Recorder of Deeds, Cook County, Illinois. This Supplement and Modification to Mortgage and Note, together with the original Mortgage and Note, shall constitute the terms and conditions of the Mortgage and Note and shall be binding upon Borrower and its successors and assigns.
- 70. This modification and the terms contained herein shall become effective on June 1, 1998.
- 11. Borrow's hereby agrees to pay Mortgagee a fee for procurement of modification of a title report showing any and all recorded liens against the Premises.

IN WITNESS WHERE OF, the parties hereto have caused these presents to be executed as of the day and year aret written above.

BORROWER (S):

PHILIP LAZEID

PAULA KLEIN, A/K/A/ PAULA ZEID

LASALLE BANK N.A. FORMERLY KNOWN AS

LASALLE NORTHWEST NATIONAL BANK

lts: Executive Vice President

"OPPICIAL SEAL"

LATIFA KULAUZOVIC

NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 04/25/2002

THIS DOCUMENT PREPARED BY AND SHOULD BE RETURNED TO

LASALLE NORTHWEST NATIONAL BANK 4747 W. Irving Park Road Chicago, Illinois 60641

Attn: Mickey Gonzalez

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### ACKNOWLEDGEMENT OF BORROWER'S SIGNATURE

STATE OF ILLINOIS	
) SS.	
COUNTY OF COOK)	
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1. Animarie minio	a Notary Public and for said county, in the
State aforesaid, do hereby certify that_	Phillip & Paula 2EId
	ersonally known to me to be the same
in person an severally acknowledged that instrument for the uses and purposes set	instrument, appeared before me this day of the said forth therein.
GIVEN, under my hand an notar	rial seal this// +CC_day of:
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MODELLE CONTRACTOR	m/promocer Such.
ANEWA DE ARELLO	Notary Public
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#### **EXHIBIT** "A"

ADDRESS: 1908 Dayton

Chicago, Illinois 60614

LEGAL DESCRIPTION: Sub-Lot 4 of Lot 1 in Sub-Lot 7 of Block 5 in Sheffields Addition to Chicago, in the East 1/2 of the South East 1/4, of Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

TAX I.D. NUMBER: 14-32-409-056

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