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1998-09-09 15:03:49
Cook County Recorder 29.50



THIS MODIFICATION AGREEMENT made this 10th day of July 1998, by and between Robert J. Baldassari, Jr., a bachelor, (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 April 10, 1992, for full value received, Robert J. Baldassari, Jr., a bachelor, executed and delivered to Mortgagee a Note and Security Agreement in the principal amount of NINETY TWO THOUSAND AND 00/100 (\$ 92,000.00) (hereinafter called the "Note"), and secured the 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 April 27, 1992 as Document No. 92281302 with the Recorder of Deeds of Cook County, Illinois, covering the property described below (hereinafter called the "Mortgaged Premises"):

LOT 12 IN BLOCK 12 IN FULLERTON GARDENS SUBDIVICION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF GECTION 28, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property address: 2246 Atlantic, Melrose Park, Illinois 60164

Tax Identification Number: 12-33-219-008

B. Mortgagor has requested that certain modifications be made in the above-mentioned Note and Mortgage.

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- 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 a valid, junior and subsisting lien of said Mortgaged Premises.
- E. Wheras said note has reached maturity as of April 10, 1995 and was extended under a loan modification agreement recorded June 19, 1995, in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 95394314; it was agreed to extend the maturity dated of the Note from April 10, 1995 to April 10, 1998 and all other terms and provisions of the terms Note, Mortgage and Assignment of Rents would remain in full force and effect:
- F. Wheras said note has reached maturity as of April 10, 1998 and was extended under a loan modification agreen ent recorded June 15, 1998, in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 98501712; it was agreed to extend the maturity dated of the Note from April 10, 1998 to July 10, 1998 and all other terms and provisions of the terms Note, 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 dated of the Note will be extended from July 10, 1998 to July 10, 2003.
- 2. Effective August 10, 1998, the principal and interest payment will be increased from \$709.08 to \$803.08 and be payable monthly thereafter until maturity.
- 3. All others terms and provisions of the Note and Mortgage will remain in full force and effect.

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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:

Gera S Roman, Vice President

Sandra M. Kessler, Assistant Vice President

STATE OF ILLANOIS )

) SS.

COUNTY OF COOK

I, <u>Pamela M. Holloway</u>, 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 Sandra M. Kessler, 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 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 10th day of July 1998.

Notary Public

"OFFICIAL SEAL"
PAMELA M. HOLLOWAY
Notary Public, State of Illinois
My Commission Expires August 1, 2001

Prepared By/Mail To: North Community Bank 3639 North Broadway Chicago, 1L 60613

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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 represer is 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 Fremises.

Nothing 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 condition recited in any of the above-mentioned documents. Except as hereinabove otherwise provided, all 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.

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Robert J. Baldassari, Jr.

STATE OF ILLINOIS )

) ss.

COUNTY OF COOK

I. <u>Pamela M. Holloway</u>, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me. <u>Robert J. Baldassari, Jr., a bachelor</u>, personally known to 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 their free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of July, 1998.

"OFFICIAL SEAL"
PAMELA M. HOLLOWAY
Notary Public, State of Illinois
My Gemmission Expires August 1, 2001

Prepared By/Mail To:

North Community Bank 3639 North Broadway Chicago, Illinois 60613 Notary Public

PMH/MW/Baldassari

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