

LOAN MODIFICATION AGREEMENT

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 SUBDIVISION 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 SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 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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C. The outstanding principal balance of said Note as of July 10, 1998 is \$ 87,254.83.

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. Whereas 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. Whereas said note has reached maturity as of April 10, 1998 and was extended under a loan modification agreement 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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