

# UNOFFICIAL COPY

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Cook County Recorder

## LOAN MODIFICATION AGREEMENT

**THIS AGREEMENT**, is made and entered into as of **August 24, 1998**, but made effective as of **August 1, 1998**, by and between **MID TOWNS BANK AND TRUST COMPANY OF CHICAGO**, an Illinois corporation ("BANK") & **CHERYL SLOANE**, "BORROWER".

### WHEREAS:

1. The BORROWER has heretofore executed a Promissory Note dated **July 21, 1995**, in the principal amount of **\$141,600.00** ("NOTE"), of which the BANK is presently the holder;
2. The NOTE is secured by a Mortgage, Assignment of Rents & Security Agreement (Chattel Mortgage) dated **July 21, 1995**, and recorded in the Recorder's Office of Cook County, Illinois, as document number **95484271** ("MORTGAGE"), placing a mortgage lien on certain real estate described in Exhibit "A" attached hereto and by this reference incorporated herein ("REAL ESTATE");
3. The BANK has disbursed to BORROWER the sum of **\$141,600.00**, which amount represents the entire principal sum of the indebtedness evidenced by the NOTE;
4. The interest rate evidenced on said NOTE is **6.5%**;
5. The maturity date evidenced on said NOTE is **August 1, 1998**;
6. The BORROWER desires to amend the **loan amount, interest rate, payment amount, and maturity date** as evidenced by the NOTE;
7. The BANK has agreed to such modification pursuant to the terms and conditions of a commitment of the BANK dated August 20, 1998 ("COMMITMENT").

**NOW THEREFORE**, notwithstanding anything contained in the NOTE and MORTGAGE, and in consideration of the mutual covenants, conditions, and premises contained herein, the PARTIES HERETO AGREE AS FOLLOWS:

- A. The principal amount evidenced by the NOTE as of the effective date is **\$136,526.75**.
- B. The interest rate evidenced by the NOTE as of the effective date is **6.875%**.

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- C. Principal and interest payments in the amount of \$896.88 (based on a 30 year amortization) shall be due and payable monthly beginning **September 1, 1998**, and on that day each month thereafter until all of said outstanding principal plus any remaining accrued interest and late charges, if any, are repaid in full.
- D. The maturity date is hereby amended to **August 1, 2003**.
- E. Except as modified herein, the terms, covenants and conditions of the MORTGAGE shall remain unchanged and otherwise in full force and effect. In the event of any inconsistency between the terms of this agreement and the terms of the NOTE and/or MORTGAGE, the terms herein shall control.
- F. The lien of the MORTGAGE IS hereby modified as security for the payment of the principal sum evidenced by the NOTE and amended by this MODIFICATION AGREEMENT.
- G. This agreement shall be governed by and construed under the laws of the State of Illinois.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and the year first written above

MID-TOWN BANK AND TRUST COMPANY OF CHICAGO ("BANK")

By: *Julia Spaulding*  
Julia Spaulding, Loan Officer

Attest: *Cindy Wrona*  
Cindy Wrona, Assistant Secretary

BORROWER:

*Cheryl Sloane*  
Cheryl Sloane

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STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY**, that Julia Spaulding, Loan Officer of Mid-Town Bank and Trust Company of Chicago, an Illinois corporation, and Cindy Wrona, Assistant Secretary of said Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Loan Officer and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary acts of said corporation, for the uses and purposes therein set forth, and the Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this August 24, 1998.

*Carmen M. Rosario*

Notary Public

My commission expires



STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY**, that Cheryl Sloane, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she they signed and delivered the said instrument as his/her their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this August 24, 1998.

*Carmen M. Rosario*

Notary Public

My commission expires

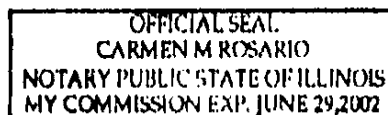


EXHIBIT 2A

LEGAL DESCRIPTION

LOT 17 IN BLOCK 8 IN SPERMAN'S ADDITION TO HOUSTEN, A SUBDIVISION OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER

14-31-135-014-0000

PROPERTY COMMONLY KNOWN AS

2031 W DICKENS, CHICAGO, IL 60647

Mail To:

THIS INSTRUMENT WAS PREPARED BY:

Gloria Hernandez

MID TOWN BANK AND TRUST COMPANY OF CHICAGO  
2021 NORTH CLARK STREET  
CHICAGO, ILLINOIS 60614

Property of Cook County Clerk's Office