

**LOAN MODIFICATION
AGREEMENT**

This Loan Modification Agreement is made this 11th day of DECEMBER, 1997 ("Agreement") to modify that Adjustable Rate Note dated AUGUST 27, 1992 in the principal sum of \$1,072,000.00 ("Note") and Adjustable Rate Mortgage and rider dated AUGUST 27, 1992 ("Mortgage") by and between ~~LAZALE NATIONAL BANK, SUCCESSOR TRUSTEE FOR~~ ~~LAZALE NATIONAL BANK, TRUSTEE, N.A. SUCCESSOR TRUSTEE TO~~ ~~LAZALE NATIONAL BANK~~ **LASALLE NATIONAL TRUST, N.A. SUCCESSOR TRUSTEE TO** NORTHBROOK TRUST & SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED 06/17/85, AND KNOWN AS TRUST NO 25-2885-01 AND JOHN H. ELLERMAN (individually or collectively "Borrower") and MidAmerica Federal Savings Bank ("Lender") which said Mortgage was recorded in the office of the Recorder of Deeds of COOK County on SEPTEMBER 11, 1992 as Document 92666719, against the real property described as follows:

LOT 1E AND 11A OF LOT 1E IN CLARK J. LAWRENCE'S WOODLANDS ADDITION TO NORTHBROOK, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTERLINE OF BRIDLEWOOD ROAD, AS SHOWN ON THE PLAN OF SURVEY OF SAID ROAD RECORDED AUGUST 26, 1955, AS DOC. CASE NO. 16344881 IN COOK COUNTY, ILLINOIS

Common Address 8 BRIDLEWOOD ROAD, NORTHBROOK, IL 60062 Permanent Index No. 04-11-403-031-0000

1. BORROWER'S PROMISE TO PAY NOTE AS MODIFIED

From and after the date of this Agreement, Borrower agrees to pay the Note, as modified by this Agreement, and further agrees to keep all of the promises and agreements stated in the Note and Mortgage, except as modified hereby.

1. Agreement with Respect to Principal and Interest Payments

Borrower promises to pay the principal that has not been paid under the Note, plus interest, as modified by this Agreement, to the order of Lender. As of JANUARY 1, 1998, the unpaid principal balance is \$1,013,749.89. Interest will be charged on the unpaid principal as provided in this Agreement beginning on the date of this Agreement until the full amount of principal and interest has been paid.

2. Interest Rate and Monthly Payment Changes

As of DECEMBER 1, 1997, Borrower agrees to pay interest at an initial yearly rate of 7.000%. The interest rate may change on the first day of DECEMBER 1, 2000 and on that day every twelfth (12th) month thereafter ("Change Date"). The interest rate will change in accordance with Section 4(C) of the Note and this Agreement. This interest rate as adjusted shall be the rate Borrower shall pay both before and after any default described in the Note.

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3. **Limits on Interest Rate Changes**

The interest rate Borrower shall be required to pay at the first Change Date will not be greater than 9.000% or less than 7.000%. Thereafter, the interest rate will never be increased or decreased on any single Change Date by more than TWO percentage point(s) (2.00%) from the interest rate charged for the preceding twelve (12) months. The interest rate will never be greater than 13.000%, which is the "Maximum Rate" or less than 7.000% which is the "Minimum Rate."

4. **Monthly Payments**

Commencing on JANUARY 1, 1998, Borrower agrees to make monthly payments of principal and interest in the amount of \$7,182.76. This amount may change. Changes in the monthly payment will reflect changes in the unpaid principal and in the interest rate applied according to the adjustment provisions of the Note and this Agreement.

5. **Fixed Rate Conversion Option**

In the event the Note contains a fixed interest rate conversion option, the fixed interest rate calculated under Section 5(B) of the Note shall not be greater than the Maximum Rate or less than the Minimum Rate set forth in paragraph 3 above.

6. **Maturity Date**

If not paid sooner, all principal, interest and other charges due under the Note and Mortgage shall be due on OCTOBER 1, 2022 ("Maturity Date").

II. **INCORPORATION OF UNCHANGED TERMS/CONTROLLING EFFECT**

All of the terms and conditions of the Note and Mortgage that are not changed by this Agreement remain in full force and effect and are incorporated into and made part of this Agreement. To the extent any of the terms, conditions or provisions of this Agreement vary from, or are inconsistent with, the terms, conditions or provisions of the Note and Mortgage, the terms, conditions and provisions of this Agreement shall control and govern.

III. **WRITTEN MODIFICATION**

Lender and Borrower agree that this Agreement may not be terminated, changed or amended except by written agreement signed by Lender and Borrower.

LENDER
MIDAMERICA FEDERAL SAVINGS BANK

BORROWER
SEE ATTACHED LIDEN

PRESIDENT, LASALLE NATIONAL TRUST


Authorized Signature


JOHN H. ELLERMAN

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RIDER ATTACHED TO AND MADE A PART OF
(TRANSFER AGREEMENT
MORTGAGE (EXTENSION AGREEMENT
(ADDITIONAL ADVANCE AGREEMENT
(Loan Modification)

Dated 12-4-97

Under Trust No. 25-2885-00

This instrument is executed by LASALLE NATIONAL BANK, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by LASALLE NATIONAL BANK are undertaken by it solely as Trustee as aforesaid, and not individually and no personal liability shall be asserted to be enforceable against LASALLE NATIONAL BANK by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said LASALLE NATIONAL BANK, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right of security hereunder. No duty shall rest upon LASALLE NATIONAL BANK, personally or as said Trustee to sequester the rents, issues and profits arising from the disposition thereof; but so far as said trustee and its successors and said LASALLE NATIONAL BANK personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefore and as provided in said note or by action to enforce the personal liability of the guarantor, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environment damage.

LA SALLE NATIONAL BANK, Solely as Trustee under

Trust Agreement known as its Trust No. 25-2885-00

By Terrence Collier
ASSISTANT SECRETARY
ASSISTANT VICE PRESIDENT

and not personally

98190866

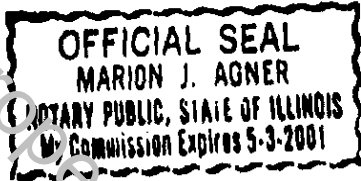
PROPERTY CLERK'S OFFICE

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STATE OF ILLINOIS)
) SS
COUNTY OF DEPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ROBERT PALECCZY, A VICE PRESIDENT OF MIDAMERICA FEDERAL SAVINGS BANK, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as the duly authorized representative of MidAmerica Federal Savings Bank, for the uses and purposes therein set forth, including the release and waiver of right of homestead

Given under my hand and official seal, this 18th day of November 1997



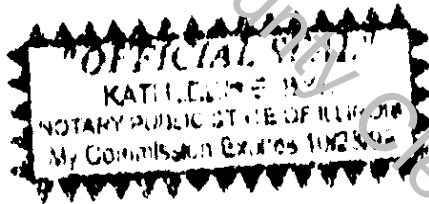
Marion J. Agner
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

LADLAW NATIONAL BANK, Successor Trustee for ^

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ROSEMARY COLLINS, ASST. VICE PRESIDENT OF LADLAW NATIONAL TRUST, N.A. personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act of said corporation, as trustee as aforesaid for the uses and purposes therein set forth

Given under my hand and official seal, this 15th day of Dec 97



Kathleen E. Beyer
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN H. ELLERMAN personally known to me to be the same person(s) whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

Given under my hand and official seal, this 14th day of December 1997



Jean M. Schmidt
NOTARY PUBLIC

This instrument was prepared by:
Patrick J. Williams
CONSOLEY, EKI & WILLIAMS, PC
115 W. 55th Street, #400
Clarendon Hills, Illinois 60514

AFTER RECORDING, MAIL TO
MIDAMERICA FEDERAL SAVINGS BANK
1823 CENTRAL POINT CIRCLE
P.O. BOX 3142
NAPERVILLE, IL 60566-7142
AFLN LOAN SERVICE DEPARTMENT



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