6299/0105 18 001 1998-03-16 15:47:46 Cook County Recorder 47.50

#### LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

the real property described being set forth as follows:

LOT 23 IN ETOCK 5 IN VOLK BROTHERS' IRVING PARK BOULEVARD SUBDIVISION BEING A SUBDIVISION IN THE NORTH EAST FRACTIONAL 1/4 OF SECTION 24, TOWNSHIP 40 NCP.TH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF INUIAN BOUNDARY LINE EXCEPT THE WEST 10 FEET THEREOF AND ALSO RIGHT OF WAY OF CHICAGO TERMINAL RAILROAD ACCORDING TO THE PLAT THEREOF R'LCCRDED OCTOBER 16, 1922 AS DOCUMENT 7681262 IN COOK COUNTY, ILLINOIS.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1. As of March 01, 1998, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$131.020.45, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
- The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the monthly rate of 8.75%, from March 01, 1998. The Borrower promises to make monthly payments of principal and interest of U.S. \$1,030.74, beginning on the first day of April, 1998, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on March 01, 2028(the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make these payments at Standard Federal Bank, 2600 W. Big Beaver Road, Troy MI 48084, or at such other place as the Lender may require.

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- 3. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.
  - If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.
  - 4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrowitems, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
    - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, of relating to, any change or adjustment in the rate of interest payable under the Note; and
    - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
  - Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security. Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

THIS DOCUMENT DRAFTED BY: KAREN S. JACKSON STANDARD FEDERAL BANK 2600 W. BIG BEAVER ROAD TROY, MI 48084

Gomberg, Sharfman, Gold, Ostler 208 S. La Sallo # 1200 Chicago, 12 60604

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### UNOFFICIAL COPSYD6667 Page 3 of 3

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on the day and year first above written.

WITNESSES:	
Dina M. Fleyel	Charles E. Dayle
Kathleen M. M. Menus	Charles E. Doyle
	Kelly J. Doyle
STATE OF <u>Illinois</u> )	, and the second
COUNTY OF Cook	
The foregoing instrument was	s acknowledged before me this 10 <sup>th</sup> day
of March, 1998, by	
-	Janaral Wite
"OFFICIAL SEAL"	Notary Public
Tamara A. White	COOK County, Il.
Notary Public, State of Illinois My Commission Expires March 21, 2002	My Commission Expires: 3/21/02
The contract of the contract o	<b>%</b>
WITNESSES:	STANDARD FEDERAL BANK,
1	a federal savings bank
( ) andre of today	By: ) news & Live
Woodie R. Handley	David S. Snow
	Ti
Mile	ITS: Vice President
Philip E. Sullivan	V <sub>Sc.</sub>
CTATE OCAGONICANI	
STATE OF MICHIGAN ) ) SS	
COUNTY OF OAKLAND )	
,	
The foregoing instrument was	acknowledged before me this IIIA day
of Nicon, 1998, by Day	<u> 10 5 Shau</u>
the Vice Wesicient of STANDA	RD FEDERAL BANK, a federal savings
bank, on behalf of the bank.	Signification
AFTER RECORDING RETURN TO:	Nistani B. Ella
Standard Federal Bank	Notary Public
2600 West Big Beaver Road Troy, Michigan	(VIVIA DOL County, Michigan My Commission Expires: 4/1/2000

