UNOFFICIAL COP \$31631

1999-08-31 10:17:11

Cook County Recorder

25.50



Prepared by: Rodica Rus Liberty Federal Bank 1 Grant Square Hinsdale, IL 60521



## LOAN MODIFICATION AGREEMENT

(Providing for a Fixed Interest Rate with Balloon payment)

Loan No.16-74700024

This Loan Modification Agreement ("Agreement"), made this July 31, 1999, by and between Sacir Vukic and Jasmina Vukic, Husband and Wife ("Borrower"), and Liberty Federal Bank, formerly known as Liberty Federal Savings Bank ("Lender"), amends and supplements (!) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated July 03, 1997, and recorded as Document No. 97486590; (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

4421-27 N. Wolcott ave., Chicago, IL 60640 [Property Address]

the real property described being set forth as follows:

REI TITLE SERVICES # 735475

Permanent Real Estate Index Number: 14-18-220-007

Legal Description:

LOTS 17 AND 18 IN BLOCK 18 IN RAVENSWOOD, A SUBDIVISION OF PART OF THE NORTHEAST OF ¼ AND THE NORTHEAST ¼ OF THE SOUTH EAST ¼ OF SECTION 18 AND THAT PART OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX INDEX NUMBER: 14-18-220-007-0000

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):

 As of July 31, 1999, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is \$200,000.00 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

## **UNOFFICIAL COPY**

2. 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 yearly rate of <a href="Prime+1%">Prime+1%</a> from <a href="July 1, 1999</a> until the full amount of principal has been paid. The borrower promises to make monthly payments of interest beginning on <a href="August 1, 1999">August 1, 1999</a> and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on <a href="July 1, 2004">July 1, 2004</a>, the Balloon Maturity Date, the Borrower will owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Balloon Maturity Date.

The Borrower will make such payments at <u>LIBERTY FEDERAL BANK</u>, ONE GRANT SQUARE, <u>HINSDALE, IL 60521</u>, or at such other place as the Lender may require.

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, assessmer, and, escrow items, 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, or 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

(Seal)

any such terms and provisions as those referred to in (a) above.

5. 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 crovided 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.

LIBERTY FEDERAL BANK

By:

Richard A. Burns Sr. Vice/President

Attest:

Rodica Rus

Loan Assistant

Borrower -

Borrowa

-

์ Jasmina Vukiõ

State of Illinois ) UNOFFICIAL COPY
County of Cook) SS
I, ARICIA State aforesaid, DO HEREBY CERTIFY that RICHARD A. BURNS, personally known to me to be the Senior Vice President of LIBERTY FEDERAL BANK and RODICA RUS, personally known to me to be the Loan Assistant of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Senior Vice President and Loan Officer, they signed and delivered the said instrument as Senior Vice President and Loan Assistant of said corporation, and caused the corporate seal of said corporation, to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.
GIVEN under my hard and notarial seal this $\frac{94}{4}$ day of $\frac{2}{4}$ day of $\frac{2}{4}$
**OPFICIAL SEAL* Patricia Flynn Notary I abl : State of Illinois My Commission Express 04-15-03
State of Illinois ) County of Cook )SS
State of Illinois County of Cook )SS  I TRICIA FLYNN , a Notary Public in and for the county and State aforesaid, DO HEREBY CERTIFY that Sacir Vukic and Jasmina Vukik, Husband and Wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before the 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.
Given under my hand and notarial seal this 9th day of August A.D. 13 99.    State of August A.D. 13 99.   State of August A.D. 13 99.   Notary Public
"OFFICIAL SRAI." Patricia Flynn Notary Public, State of Illinois My Commission Expires 04-15-03