



Prepared By:
Washington Federal Bank for
savings
2869 South Archer Avenue
Chicago, Illinois 60608

Mail to:
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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE ("Modification") effective as of this 8TH day of JANUARY, 1999, by and between Washington Federal Bank for savings (hereinafter referred to as "Mortgagee") and MAY D ENG and ARTHUR W ENG (hereinafter collectively referred to as "Mortgagor").

RECITALS

WHEREAS, on or about APRIL 8, 1996, Mortgagor and Mortgagee entered into a certain loan transaction (hereinafter referred to as "Loan" or "Loan Transaction"), wherein Mortgagee agreed to lend to Mortgagor the sum of ONE HUNDRED FORTY FOUR THOUSAND and NO /100ths Dollars (\$144,400.00) ("FOUR HUNDRED DOLLARS" "Loan Amount"). To evidence said Loan Transaction, Mortgagor made, executed and delivered to Mortgagee a Note dated APRIL 8, 1996 ("FOUR" "Note") in the original principal sum of ONE HUNDRED FORTY FOUR THOUSAND and NO /100ths Dollars (\$144,400.00); and

WHEREAS, said Note is secured by a certain Mortgage, dated APRIL 8, 1996 and recorded in the office of Recorder of Deed of COOK County, Illinois as Document Number 96368320 ("Mortgage"), against the Real Estate legally described on Exhibit "A" attached hereto and incorporated herein ("Real Estate"); and

WHEREAS, the Note, by its terms matures on MAY 1, ~~199~~²⁰¹¹ and,

WHEREAS, Mortgagor has requested that Mortgagee reduce the interest rate on the Note and to extend the Maturity Date of the Loan through and including MAY 1, 2011 and to modify certain terms of the Loan evidenced by the Note, as agreed by the parties; and

WHEREAS, Mortgagee has agreed to reduce the interest rate on the Note and to extend the Maturity Date of the Loan through and including MAY 1, 2011, as more fully set forth in that certain

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Note Modification Agreement dated of even date herewith ("Note Modification"); and,

WHEREAS, the parties desire to set forth the amended terms of the Mortgage, so that the new terms of the Mortgage are clarified for the benefit of the parties hereto.

NOW THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, and for such other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is agreed between the parties hereto that the Mortgage is hereby amended as follows:

- (1) The foregoing recitals are true in substance and fact and hereby incorporated by reference, as if fully set forth herein.
- (2) That the Maturity Date of the Mortgage be and hereby is amended to MAY 1 , 2011

In the event of any conflict between the terms of the Mortgage or this Modification, the terms of this Modification shall control and govern. This Modification supersedes all prior arrangements and understandings (both written and oral) among the parties hereto with respect to the subject matter of this Modification. Notwithstanding anything to the contrary herein, the terms and conditions of the Mortgage not expressly modified by the terms of this Modification, shall remain in full force and effect. In all other respects, the Mortgagor expressly reaffirms all of the terms, conditions and covenants of the Mortgage. This Modification is not a novation, termination, release, waiver, settlement, compromise or discharge of any of the rights and remedies of Mortgagee as provided in the Mortgage, but, rather, a modification of the terms of same. Any default under the terms and conditions of this Modification shall be deemed an "Event of Default" under the terms of the Mortgage.

IN WITNESS WHEREOF, the parties have executed this Modification effective as of the date and year first written above.

MORTGAGEE:

MORTGAGOR:

Washington Federal Bank
for savings

By: John F. [Signature]
Its: PRESIDENT

Arthur W. [Signature]

Attest: [Signature]
Its: SECRETARY

Mag [Signature]

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STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, GERALDINE GIBBS, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that MAY D. ENG and ARTHUR W. ENG and , personally know to me to be the same persons whose names are subscribed to the foregoing instrument as such they and their, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8TH day of JANUARY, 1999.

Geraldine Gibbs

Notary Public

My Commission Expires.
DECEMBER 15, 2000



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EXHIBIT A LEGAL DESCRIPTION

LOT 25 IN BLOCK 4 IN ARCHER ADDITION TO CHICAGO IN SECTION 28, TOWNSHIP 39
NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 17-28-212-016-0000

COMMONLY KNOWN AS: 310 W 23RD STREET CHICAGO, IL 60616

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