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This instrument prepared by
and please return to:
Kimberly K. Enders, Esq.
100 West Monroe Street #1500
Chicago, Illinois 60603

99241040

1147/0168 05 001 Page 1 of 5
1999-03-12 12:27:39
Cook County Recorder 29.50



99241040



P.I.N.: 14-28-318-077-1299
COMMONLY KNOWN AS: 2650 North Lakeview, Unit 3210, Chicago, IL
60614

LOAN MODIFICATION AGREEMENT

**PROFESSIONAL NATIONAL
TITLE NETWORK, INC.**

This instrument is a Loan Modification Agreement ("Modification") among The PrivateBank and Trust Company, an Illinois banking corporation ("Lender") and Steven H. Stauber ("Borrower").

RECITALS

A. On July 7, 1997, Borrower executed and delivered to Lender a Promissory Note in the amount of \$312,000 ("Note"). The Note was executed to evidence a loan ("Loan") by Lender to Borrower for the purpose of financing debt secured by the real estate legally described on Exhibit A attached hereto ("Real Estate").

B. To secure the Note, on July 7, 1997, Borrower executed and delivered to Lender a Mortgage which was recorded with the Recorder of Deeds on July 7, 1997 as Document No. 97-619514 ("Mortgage").

C. The Note provides for payments of interest at the rate of 8.0% per annum for three (3) years and further provides that the

interest rate shall adjust on August 1, 2000 and on each August 1 thereafter. Borrower has requested Lender to adjust the interest rate applicable to the Note as of October 1, 1998 for the period from October 1, 1998 to September 30, 2003. Lender is agreeable to this request subject to the covenants, conditions and restrictions contained herein.

NOW, THEREFORE, in consideration of good and valuable consideration the receipt of which is hereby acknowledged the parties agree as follows:

1. The Note is hereby modified and amended in its entirety by a Revised Promissory Note, a copy of which is attached hereto as Exhibit B. The Mortgage is hereby modified and amended to secure the Note as hereby modified and all references to the Note in the Mortgage are modified and amended to refer to the Revised Note in its place.

2. This Modification shall be effective upon Lender's receipt of this Modification and the Revised Promissory Note executed by the parties hereto.

3. Borrower hereby affirms his obligations to pay Lender the outstanding indebtedness of the Loan evidenced by the Revised Note as hereby modified and to perform all covenants and conditions contained in the Mortgage and the other documents evidencing and securing the Loan. Borrower agrees to execute such documents as Lender deems necessary to secure Lender's lien on its collateral.

4. Lender shall record this Modification forthwith. This Modification shall constitute an amendment of the Note and

Mortgage, and wherever in said instruments or in any other instrument evidencing or securing the indebtedness evidenced by the Note (collectively "Loan Documents") reference is made to the Loan Documents aforesaid, such reference shall be deemed a reference to such Loan Documents as hereby modified and amended. All other provisions of the Loan Documents remain unchanged. Nothing herein contained shall in any manner affect the lien or priority of the Mortgage or the covenants, conditions and agreements therein contained or contained in the Loan Documents.

5. In the event of any conflict between any of the provisions of the Loan Documents and this instrument, the provisions of this instrument shall control.

6. Borrower hereby renews, remakes and affirms the representations and warranties contained in the Loan Documents as of the execution hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Modification on 11-12-, 1998.

LENDER:

The PrivateBank and Trust Company, an Illinois banking corporation

By: Joyanna Juch
Its Private Bank Officer

Attest: Rebecca Jones
Its ASST. Secretary

BORROWER:

Steven H. Stauber
Steven H. Stauber

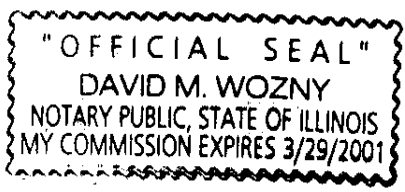
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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public, in and for the State and County aforesaid, does hereby certify that Loann Luck, ^{OFFICIAL} Managing Director of The PrivateBank and Trust Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 11-12- _____, 1998.

[Signature]
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

The undersigned, a Notary Public, in and for the State and County aforesaid, does hereby certify that Steven H. Stauber, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 11-12-98 _____, 1998.

[Signature]
Notary Public

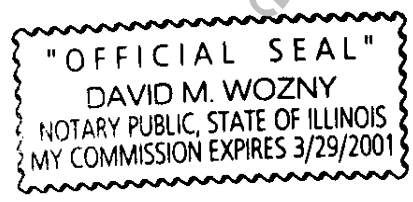


EXHIBIT A

LEGAL DESCRIPTION:

UNIT NUMBER 3210, IN THE 2650 NORTH LAKEVIEW CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN PARCELS OF LAND IN ANDREWS SPAFFORD AND COLEHOUR'S SUBDIVISION OF BLOCKS 1 AND 2 IN OUTLOT OR BLOCK "A" OF WRIGHTWOOD, A SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2650 NORTH LAKEVIEW AVENUE-UNIT 3210, CHICAGO, ILLINOIS 60614

P.I.N.: 14-28-318-077-1299

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