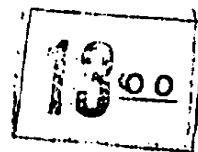


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MODIFICATION AGREEMENT

This Modification of Installment Note, Trust Deed and Assignment of Rents (hereafter referred to as the "Modification Agreement") made this 1st day of AUGUST, 1985, by PALATINE NATIONAL BANK, not personally but as Trustee under Trust Agreement dated NOVEMBER 1, 1979 and known as Trust Number 3280 (hereinafter referred to as "First Party"), and JOHN R. FERMANIS AND PATRICIA L. FERMANIS, HIS WIFE (hereinafter referred to as "Co-Makers"), and CHICAGO TITLE AND TRUST COMPANY, an Illinois Corporation (hereinafter referred to as "Trustee"), and WOODFIELD BANK (hereinafter referred to as "Note Holder").

WITNESSETH:

Whereas, First party and Co-Makers have executed and delivered to Trustee that certain Installment Note dated JULY 25, 1980 in the amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 (\$150,000.00) DOLLARS ("Note"), which Note is secured by a Trust Deed ("Trust Deed") of even date therewith, recorded on JANUARY 23, 1981 in the Recorder's Office of COOK County, Illinois as Document Number 25748113 and Assignment of Rents of even date therewith, recorded on JANUARY 23, 1981 in the Recorder's Office of COOK County, Illinois as Document Number 25748114, both relating to the premises therein described as follows, to wit:

Lot 16 in Arthur T. McIntosh and Company's Lake Inverness, being a Subdivision of part of Sections 20, 21, 28 and 29, Township 42 North, Range 10 East of the Third Principal Meridian according to the Plat thereof recorded January 31, 1977 as Document Number 23805188, in Cook County, Illinois.

RECORDED IN COOK COUNTY
ILLINOIS

NOV 12 AM 10:16

85276330

Permanent Tax ID #02-20-406-004 *ADK*.

Common Address: 1685 Clover Drive
Inverness, IL

Whereas, First Party, Co-Makers, Trustee, and Note Holder have agreed to enter into this Modification Agreement.

Now, therefore, in consideration of the mutual covenants and conditions herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties hereto, First Party, Co-Makers, Trustee and Note Holder agree that the Note, Trust Deed and Assignment shall be and are hereby modified as follows:

1. It is hereby acknowledged that as of the date hereof the present principal balance due under the Note heretofore referred to is ONE HUNDRED FORTY SIX THOUSAND NINE AND 86/100 (\$146,009.86) DOLLARS.

2. The maturity date of AUGUST 1, 1985 as reflected in the Note and Trust Deed is hereby changed to FEBRUARY 1, 1986.

PREPARED BY AND MAIL TO:

Peter E. Connolly, VP
Woodfield Bank
Higgins & Meacham Roads
Schaumburg, IL 60196

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WITNESSES

This Modification of Indenture... (text is mirrored and difficult to read)

WITNESSES

Whereas First Party and Co-Maker have executed and delivered to... (text is mirrored and difficult to read)

Let it be further witnessed and certified that the... (text is mirrored and difficult to read)

00000000

Document No. 10-000-000-000
Cook County Clerk's Office
1000 Olive Drive
Lombard, IL

Whereas First Party, Co-Maker, Indenture, and Note Holder have agreed... (text is mirrored and difficult to read)

82 519 230

PREPARED BY AND PAID FOR:
Suzanne E. Connolly, VP
Cook County Clerk's Office
1000 Olive Drive
Lombard, IL 60148

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3. That commencing AUGUST 1, 1985 and on the first day of each month thereafter, First Party shall pay monthly installments of ONE THOUSAND FIVE HUNDRED NINETEEN AND 95/100 (\$1,519.95) DOLLARS principal and interest in arrears on the principal balance from time to time outstanding calculated at the rate set forth in Paragraph Four (4) of this Modification Agreement.

4. That commencing AUGUST 1, 1985, the annual interest rate to be charged shall be ELEVEN AND THREE-QUARTERS (11-3/4%) PERCENT.

5. The Note is not assumable and is immediately due and payable in full upon transfer of title or any interest in the real estate given as security for the Note referenced above, or transfer or assignment of the Beneficial Interest of the Land Trust executing this Modification Agreement. In addition, if the subject property is sold under Articles of Agreement for Deed by the present title holder or the beneficiary, all sums due and owing hereunder shall become immediately due and payable.

6. Any provisions of the Note, Trust Deed or this Modification Agreement which is unenforceable in the state in which the Trust Deed and this Modification Agreement are recorded or registered or is invalid or contrary to the law of such state or the inclusion of which would affect the validity, legality or enforcement of the Note, Trust Deed and this Modification Agreement, shall be of no effect, and in such case all the remaining terms and provisions of the Note, Trust Deed and this Modification Agreement shall subsist and be fully effective according to the tenor of the Note, Trust Deed and this Modification Agreement, the same as though no such invalid portion had ever been included therein.

7. Except for the modifications stated hereinabove, the Note, Trust Deed, Assignment of Rents and Guaranty are not otherwise changed, modified or amended.

This Modification Agreement is executed by First Party, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the undersigned hereby ~~represents~~ that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on First Party personally to perform any covenant either expressed or implied herein contained, or such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed and sealed as of the date first above written.

PALATINE NATIONAL BANK

not personally but as Trustee under Trust Agreement dated NOVEMBER 1, 1979 and known as Trust Number 3280

BY: [Signature]

ITS: Trust Officer

Attest:

BY: [Signature]

ITS: Vice President

Co-Makers:

X [Signature]

John R. Fermanis, personally

X [Signature]

Patricia L. Fermanis, personally

Chicago Title and Trust Company

BY: [Signature]

ITS: ASST VICE PRESIDENT

Attest:

BY: [Signature]

ITS: ASST SECRETARY

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Woodfield Bank

BY: [Signature]
ITS: Vice President

Attest:

BY: [Signature]
ITS: AVP

STATE OF ILLINOIS)
COUNTY OF Cook) SS:

I, DO HERBY, a Notary Public in and for said County, in the State aforesaid, DO HERBY CERTIFY that Rosanne DuPass, Trust Officer of PALATINE NATIONAL BANK, and William L. Olsen, Vice President of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Vice President, respectively, appeared before this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Vice President then and there acknowledged that he, as custodian of the Seal of said Bank, did affix the seal to said instrument as his free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of September, 1985.

My Commission Expires: 10-30-88 [Signature]
Notary Public

STATE OF ILLINOIS)
COUNTY OF Cook) SS:

I, Patricia K. Azus, a Notary Public in and for said County, in the State aforesaid, DO HERBY CERTIFY that JOHN R. FERMANIS AND PATRICIA L. FERMANIS, HIS WIFE, 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 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 official seal this 30th day of September, 1985.

My Commission Expires: May 3, 1987 Patricia K. Azus
Notary Public

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STATE OF ILLINOIS)
COUNTY OF Cook) SS:

I, Edith Leon Platter, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOSEPH E. NOVOTNY personally known to me to be the ASST VICE PRESIDENT of the CHICAGO TITLE AND TRUST COMPANY, a corporation, and DIANE HELMS, personally known to be to be the ASST SECRETARY of said corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such ASST VICE PRESIDENT and ASST SECRETARY, they signed and delivered the said instrument as ASST VICE PRESIDENT and ASST SECRETARY of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of _____ of said corporation, as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10 day of October, 1985.

My Commission Expires: Dec 15, 1988 Edith Leon Platter
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) SS:

I, Patricia K. Azus, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter E. Connolly, personally known to me to be the VP of WOODFIELD BANK and John A. Kiering, personally known to me to be the VP of said Bank, whose names are subscribed to the within instrument, appeared before me this day in person and acknowledged that as such VP and VP they signed and delivered the said instrument as VP and VP of said Bank and caused the Corporate Seal of said Bank to be thereunto affixed, as their free and voluntary act and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of September, 1985.

My Commission Expires: May 3, 1987 Patricia K. Azus
Notary Public

85 276 330

