

AGREEMENT MODIFYING REPAYMENT
PROVISIONS OF REAL ESTATE LOAN

85324718

UNOFFICIAL COPY

REAL ESTATE LOAN NO. 2154-3

COMMERCIAL NATIONAL BANK OF CHICAGO, A National Banking Association, organized and existing under the laws of the United States (herein called the Bank), and the undersigned Commercial National Bank of Chicago, not personally, but as Trustee

U/T #722 dated November 6, 1985

(herein called the mortgagor), John P. Kalamaris, M.D. and Marilyn Beth Kalamaris, his wife
(herein called personal guarantors) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
(XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX hereby agree as follows:

1. The Instalment Note of the borrower to the Bank dated November 7, 1985 in the original amount of \$ 180,000.00 secured by a Trust Deed ** dated November 7, 1985 and xxggkxxxxd/recorded Nov. 18, 1985 in the Office of Cook County, Illinois as Document Number 85286288, also secured by an Assignment of Rents dated November 7, 1985 and xpxxxxxxmd/recorded November 18, 1985 in the Office of Cook County, Illinois as Document Number 85286289, relating to the real estate and premises situated in the County of Cook, State of Illinois; and being legally described as follows:

Lot 9 in Schupp's Subdivision of Lots 20 and 21 (except the South 103 feet of said Lot 21) in Bowman's subdivision of the East 1/2 of the South East 1/4 of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 13 12 411 009 0000
5011 North Lincoln Avenue
Chicago, Illinois 60625

** The entire Assignment of Beneficial Interest, into and under Commercial National Bank of Chicago Trust Number 722. ATTACHED HERETO IS EXPRESSLY MADE A PART HEREOF.

* The undersigned, further promises to pay interest on the principal obligation hereby evidenced at an annual rate of interest equal to 1.5 percentage points over the Commercial National Bank's prime interest rate, as determined to be in effect from time to time by the Commercial National Bank, and at the annual rate of interest equal to 3.5 percentage points over the Commercial National Bank's prime interest rate, as aforesaid, after maturity until paid. While any portion of the indebtedness hereby evidenced shall be unpaid, the interest rates, as aforesaid, shall fluctuate based on the Commercial National Bank's prime interest rate in effect on date of closing July 1, 1986 and thereafter semi-annually beginning July 1, 1986 and then January 1, 1987 and each and every semi-annual period thereafter until maturity December 1, 2006. The interest rate in no event shall be less than 11 percent (floor) or greater than 16 percent (ceiling) with any change in said payment by reason of a change in said prime commercial rate to become effective as of and on the 1st day of the month following the month in which said prime commercial rate was changed. The monthly payment of principal and interest shall change semi-annually beginning July 1, 1986 in order to fully amortize the remaining loan balance on or before December 1, 2006 based on the then current interest rate. Principal and interest payment shall, unless paid by the mortgagors prior to the expiration of ten days after the due date of such payment, constitute an event of default under this mortgage. The mortgagee may collect a "late charge" not to exceed FOUR percent (4%) of said total monthly payment of principal and interest, to cover the extra expense involved in handling delinquent payments.

3. All other terms and conditions of the original Instalment Note and Trust Deed referred to above shall remain in full force and effect.

WITNESS, the hands and seals of the undersigned this 7th day of November, 1985.

CONSENTED BY CHICAGO TITLE AND TRUST COMPANY

Commercial National Bank of Chicago, not personally,
but as Trustee U/T #722 dated November 6, 1985

Doris Helm (SEAL)

Assistant Vice President (SEAL)

Kenneth Keay (SEAL)

Asst. Secretary (SEAL)

Elizabeth Kuehne (SEAL)

Assistant Trust Officer

COMMERCIAL NATIONAL BANK OF CHICAGO

BY: Henry W. McGinnis Vice-President

ATTEST:

Assistant Cashier

BOX 397

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STATE OF Illinois |
ss
COUNTY OF Cook |

Christine Foley

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that
Diego A. Mangawan and Carol J. Abbott

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, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and notarial seal this 7th day of November 1985.

Notary Public

STATE OF ILLINOIS |
COUNTY OF COOK | SS.

I, Ruth A. Kline,
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that David A. Kline
and Elizabeth Kline, Trust Officer and Assistant Trust Officer
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 _____ he _____ signed, sealed and deli-
vered the said instrument as their free and voluntary act, for the uses and purposes therein
set forth, including the release and waiver of right of homestead.

GIVEN under my hand and notarial seal this 7th day of November, 1985.

My Commission Expires 5-16-88 Notary Public

STATE OF ILLINOIS T
ss
COUNTY OF Cook

Kathleen Fintek

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that DIADE
HELVYS ASST VICE, President of _____
and DONNA HAASE, ASST Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively, appeared before me 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 Corporation, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that, as custodian of the corporate seal of said Corporation, he did affix said corporate seal to said instrument as his own 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

Noury Public

DEPT-01 RECORDING \$14.00
T#1111 TRAN 3438 12/16/85 11:54:00
#5656 # A *-85-324718

BOX 397

~~UNOFFICIAL COPY~~

16€

UNOFFICIAL COPY

BOX 397

DEPT-01 RECORDING # 4 * 85-324718
T#1111 TRAIN 348 12/16/85 11:54:00
\$14.00

6532.1718

STATE OF Louisiana COUNTY OF Carrick
ss.