

MODIFICATION AGREEMENT 86-199301

Loan No. 72772755

UNOFFICIAL COPY

THIS AGREEMENT made this 29th day of April, 1986, between Avenue Bank and Trust Company of Oak Park, hereinafter called First Party, and Angelo DelGiudice, Jr. & Deborah DelGiudice (his wife and Robert L. LoDestro & Anna M. LoDestro (his wife) the present owner(s) of the subject property, hereinafter called Second Party.

WITNESSETH:

WHEREAS, First Party is the owner of that certain Promissory Note in the amount of FIFTY-SEVEN THOUSAND AND NO/100ths (\$ 57,000.00), secured by a Mortgage or Trust Deed dated July 5, 1935, and recorded 9-17 1935 in the recorder's Office of Cook County, Illinois, on 25191646, as document No. 25191646, encumbering the real estate described as follows:

Lot 22 in Block 2A in Westwood being Mills and Son's Subdivision in the West 1/2 of Section 25, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

AND WHEREAS, the parties hereto wish to modify the terms of said Mortgage or Trust Deed indebtedness which the Second Party hereby agrees to pay:

NOW THEREFORE, IT IS AGREED:

- 1. That the amount of Principal Indebtedness is now FIFTY-SIX THOUSAND EIGHT HUNDRED SEVENTY-EIGHT & 80/100 (56,378.80) DOLLARS.
2. That the interest rate on the above principal amount is decreased from Twelve and a half per cent (12.5%) to Ten and a quarter per cent (10.25%) per annum, said decrease to commence March 1, 1936.
3. That for and in consideration of the additional advance by First Party/payment by Second Party of TEN AND NO/100ths (10.00) DOLLARS, receipt of which is hereby acknowledged, the principal indebtedness is decreased to FIFTY-SIX THOUSAND EIGHT HUNDRED SEVENTY-EIGHT AND NO/100 DOLLARS.
4. For and in consideration of the aforementioned decrease of the interest rate on the additional advance by First Party and/or payment by Second Party on the Principal indebtedness, the monthly installments of principal and interest is decreased from SIX HUNDRED EIGHT AND 33/100ths DOLLARS to FIVE HUNDRED NINE AND 66/100ths DOLLARS commencing April 1, 1986, and a like payment on the 1st day of each and every month thereafter until said obligation is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of 19.
5. This Agreement is supplementary to the aforementioned Mortgage or Trust Deed. All Provisions thereof and of the Note, including any right to declare principal and accrued interest due for any caused specified in the said Mortgage or Trust Deed, or Note, shall remain in full force and effect except as herein expressly modified. The Second Party agrees to perform all covenants as specified in the Mortgage or Trust Deed.

IN WITNESS WHEREOF, First Party has caused this instrument to be executed in its proper corporate name by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, and Second Party have hereunto set their hand and seal, all on the day and year first aforesaid.

ATTEST AVENUE BANK & TRUST COMPANY OF OAK PARK First Party
Assistant Vice President PETER J. MCDANIEL
Assistant Vice President DAVID E. KHOPP
Angelo DelGiudice, Jr. (SEAL)
Deborah A. DelGiudice (SEAL)
Second Party
Second Party
STATE OF ILLINOIS } SS
County of COOK

20 MAY 66 9 13

I, the undersigned a Notary Public in and for the said county in the State aforesaid, DO HEREBY CERTIFY that Angelo & Deborah DelGiudice & Robert & Anna LoDestro 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 same instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this 29th day of April, A.D. 1986.

STATE OF ILLINOIS } SS
County of COOK

June M. Hunt
Notary Public
My Commission Expires 7/17/88

I, the undersigned a Notary Public in and for the said county in the State aforesaid, DO HEREBY CERTIFY that PETER J. MCDANIEL ASSISTANT Vice President, and DAVID E. KHOPP Assistant Vice President of AVENUE BANK & TRUST COMPANY OF OAK PARK, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such PETER J. MCDANIEL Vice President and DAVID E. KHOPP Assistant Vice President appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, and as the free and voluntary act of the said AVENUE BANK AND TRUST COMPANY OF OAK PARK, for the uses and purposes therein set forth, and caused its corporate seal to be thereto affixed.

GIVEN under my hand and notarial seal this 29th day of April, A.D. 1986.

This instrument prepared by Kathleen Kramer
Return To: AVENUE BANK & TRUST COMPANY OF OAK PARK

June M. Hunt
Notary Public
My Commission Expires 7/17/88

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Property of Cook County Clerk's Office

avenue Bank
• TRUST COMPANY OF OAK PARK
104 N. OAK PARK AVENUE
OAK PARK, ILLINOIS
80301-1387

BOX 153