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MODIFICATION AGREEMENT

This Agreement, made this first day of May, 1986, by and between BELMONT NATIONAL BANK OF CHICAGO, a national banking association (hereinafter called "Mortgagee"), and HARRIS TRUST AND SAVINGS BANK, not personally but as Trustee under the provisions of a Trust Agreement dated November 10, 1967 and known as Trust Number 32992 (hereinafter called "Obligor").

WITNESSETH:

WHEREAS, Mortgagee is now the owner of the following certain mortgage indebtedness of the Obligor:

Original principal sum of FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00), secured by a mortgage dated February 21, 1983, heretofore executed by Obligor;

and

WHEREAS, the mortgage securing the original loan of FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00) was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on March 31, 1983, as Document Number 26554842; and

WHEREAS, Obligor is now the owner of said mortgaged real estate (described in Exhibit "A" attached hereto and made a part hereof) securing the above-described obligation, and is in possession thereof; and

WHEREAS, there remains unpaid on account of said mortgage indebtedness the principal sum of THREE HUNDRED THIRTY-EIGHT THOUSAND THREE HUNDRED THIRTY-THREE AND 58/100 DOLLARS (\$338,333.58) as of April 15, 1986; and

WHEREAS, the parties hereto desire to modify, alter and amend the provisions of said mortgage, and any obligation or obligations secured thereby, with respect to the terms of payment of the obligation;

NOW, THEREFORE, IT IS AGREED that said original obligation dated February 21, 1983, and said mortgage securing said obligation, dated February 21, 1983, which mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on March 31, 1983, as Document Number 26554842, be and the same hereby are modified, altered and amended in a manner so that Obligor, on behalf of itself and its successors in title, does hereby agree to pay to Mortgagee, its successors and assigns, the unpaid principal balance of the obligation in the principal sum of THREE HUNDRED THIRTY-EIGHT THOUSAND THREE HUNDRED THIRTY-THREE AND 58/100 DOLLARS (\$338,333.58) in installments as follows:

1. Principal shall be payable in consecutive monthly installments of ONE THOUSAND SIX HUNDRED SIXTY-SIX AND 66/100 DOLLARS (\$1,666.66) each, commencing May 1, 1986, and continuing thereafter on the first day of each month to and including the first day of February, 1993.
2. On March 1, 1993, a balloon payment of all of the remaining principal shall be due and payable.
3. Interest shall be payable monthly on the principal balance from time to time unpaid, until maturity, at a rate per annum equal to one per cent (1%) plus the Prime Rate (as hereinafter defined) from time to time in effect, which rate shall change simultaneously with each change in such Prime Rate, such interest to be payable monthly, commencing May 1, 1986, and continuing thereafter on the first day of each month to and including the first day of March, 1993.
4. A final payment of all interest, together with the outstanding principal balance of said obligation, shall be made on the date of maturity (as hereinafter defined). For the purposes hereof, the term "Prime Rate" shall mean the rate of interest then

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THIS INSTRUMENT WAS PREPARED BY *Nathan Wolfberg*  
NATHAN WOLFBERG, ATTORNEY AT LAW  
39 SOUTH LA SALLE STREET  
CHICAGO, ILLINOIS 60603

most recently announced by Belmont National Bank of Chicago ("Belmont") as its Prime Rate. The term "Prime Rate" is only for the internal convenience of Belmont National Bank of Chicago, and no representation is being made or intended that the rate is either the lowest, the best or a favored rate. A certificate of Belmont as to its Prime Rate in effect on any day shall be conclusive for purposes hereof as to the Prime Rate in effect on such date. Interest hereunder shall be computed for the actual number of days elapsed on the basis of a year consisting of 360 days. Interest after maturity or default, until paid, shall be payable at a rate per annum equal to two per cent (2%) plus the Belmont Prime Rate.

5. As used herein, the term "date of maturity" shall mean March 1, 1993, or such earlier date on which the entire principal amount evidenced by said indebtedness and all accrued interest thereon shall be paid or be required to be paid in full, whether by prepayment, acceleration or otherwise.

The phrase in the first paragraph of the note, to-wit: ". . . . (but in no event shall the rate of interest be less than 10% per annum), . . . ." is hereby stricken and is no longer of any effect.

IT IS FURTHER EXPRESSLY AGREED that in all other respects said mortgage and any obligation or obligations secured thereby shall remain unchanged and in full force and effect, and that, in particular, nothing herein contained shall be construed to impair the remedies available to the note holder after Obligor's default.

This Agreement shall not become operative and shall be null and void if its execution and recording shall result in the loss to the note holder of the priority position of the mortgage securing the note. Any written declaration executed by the note holder and recorded with the Recorder of Deeds of Cook County, Illinois, to the effect that this Agreement threatens the priority position of said mortgage, shall be sufficient to rescind this Agreement and expunge the effect of its recording.

Executed by the parties the day and year first above written.

HARRIS TRUST AND SAVINGS BANK, as  
Trustee as aforesaid and not personally

ATTEST:  
*[Signature]*  
Assistant Secretary

By: *[Signature]*  
Vice President

CONSENTED TO BY:  
*[Signature]* (SEAL)  
JAMES VRETTOS  
*[Signature]* (SEAL)  
MONICA VRETTOS  
GUARANTORS

BELMONT NATIONAL BANK OF CHICAGO

ATTEST:  
*[Signature]*  
Cashier

By: *[Signature]*  
Vice President

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, JILL WACTOR, a Notary Public in and for said County, in the State aforesaid, do hereby certify that HERMAN A. KOLE, Vice President of HARRIS TRUST AND SAVINGS BANK, an Illinois corporation, and KENNETH E. PIEKUT, Assistant Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, 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 deed and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation 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.

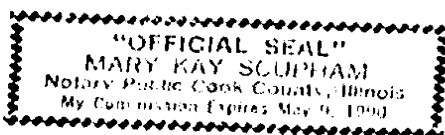
Given under my hand and Notarial Seal this 7 day of August, 1986.

Jill Wactor  
Notary Public  
My Commission Expires February 19, 1990  
My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JAMES VRETTOS and MONICA VRETTOS, 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 Notarial Seal this 4<sup>th</sup> day of August, 1986.



Mary Kay Scupham  
Notary Public  
My Commission Expires: \_\_\_\_\_

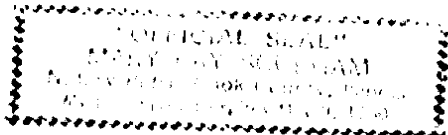
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

COOK COUNTY, ILLINOIS  
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I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that KENNETH PETERSON, Vice President of BELMONT NATIONAL BANK OF CHICAGO, and ROBERT L. HEINTZ, Cashier thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Cashier, 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 Bank, for the uses and purposes therein set forth; and the said Cashier did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to 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 this 4<sup>th</sup> day of August, 1986.



Mary Kay Scupham  
Notary Public  
My Commission Expires: \_\_\_\_\_

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LEGAL DESCRIPTION

PARCEL 1:

Lots 1 and 2 in the Subdivision of South 143 feet of the West 99 feet 11 1/2 inches of Lot 8 in County Clerk's Division of Lots 3, 4, 5, 6, 7, 8, 9 and part of Lot 2 in Assessor's Division of Lots 27 and 28 of Pine Grove in Section 21, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

The East 25-1/24 feet of the West 125 feet of the South 143 feet of Lot 8 in the County Clerk's Division of Lots 3, 4, 5, 6, 7, 8 and 9 and part of Lot 2 in the Assessor's Division of Lots 27 and 28 in Pine Grove, a Subdivision of Section 21, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

The East 37 feet of the South 143 feet of Lot 8 in County Clerk's Division of Lots 3 to 9 and part of Lot 2 in Assessor's Division of Lots 27 and 28 in Pine Grove in Section 21, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 4:

The East 25 feet of the West 150 feet of the South 143 feet of Lot 8 in County Clerk's Division of Lots 3 to 9 and part of Lot 2 in Assessor's Division of Lots 27 and 28 in Pine Grove in Section 21, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

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Office*

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**EXHIBIT A**