

UNOFFICIAL COPY MODIFICATION AGREEMENT

863810-16

Loan No. _____

THIS AGREEMENT made this 9th day of August, 1986, between Avenue Bank and Trust Company of Oak Park, hereinafter called First Party, and The First Bank of Oak Park, as Trustee Under Trust Agreement dated July 12, 1983, as known as Trust No. 12572 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 Two Thousand Five Hundred and No/100ths (\$52,500.00), secured by a Mortgage or Trust Deed dated August 8, 1983, and recorder _____ in the recorder's Office of Cook County, Illinois, on Sep. 28 19 83, as document No. 2679901 encumbering the real estate described as follows:

16-08-123-026 Sh.

THE WEST 32 FEET 3 INCHES OF LOT 15 AS MEASURED ON NORTH LINE OF SAID LOT 15 IN BLOCK 36 IN VILLAGE OF RIDGELAND A SUBDIVISION OF EAST 1/2 OF THE EAST 1/2 OF SECTION 7, AND ALSO THE NORTHWEST 1/4 AND WEST 1/2 OF WEST 1/2 OF SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13 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 THOUSAND SEVEN HUNDRED FOURTEEN AND 58/100ths (\$50,744.58) DOLLARS
2. That the interest rate on the above principal amount is de creased from 13.75 per cent (13.75 %) to 12.00 per cent (12.00 %) per annum, de crease to commence July 15, 1986
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 de creased to Fifty Thousand Six Hundred Fifty Two and NO/100ths DOLLARS.
4. For and in consideration of the de crease 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 de creased from Six Hundred Forty Three & No/31 DOLLARS to Five Hundred Eighty Three & 12/100 DOLLARS commencing September 15, 1986, and a like payment on the 15th 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 15th day of August, 2003 ~~1988~~
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 hereunto duly authorized, and its corporate seal to be hereunto affixed, and Second Party have hereunto set their hand and seal, on the day and year first aforesaid.

First Bank of Oak Park as Trustee Under Trust Agreement dated 7-12-83 and not personally
Kathy Krueger, Assistant Vice President (SEAL)
Peter J. McDaniel, Assistant Vice President

BY: [Signature] Assistant Vice President
ATTEST: [Signature] (SEAL) Ass't. Secy. Second Party
[Signature] Kathy Krueger, Assistant Vice President (SEAL)
[Signature] Peter J. McDaniel, Assistant Vice President

STATE OF ILLINOIS } SS
County of Cook

I, the undersigned, a Notary Public in and for the said county in the State aforesaid, DO HEREBY CERTIFY that DANIELS BAKERY, INC. BY: ROBERT COX, JAMES COX & DANIEL COX 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 9th day of August, A.D. 1986

STATE OF ILLINOIS } SS
County of COOK

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 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 ASST. VP Vice President and [Signature] 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 14th day of AUGUST, A.D. 1986
This instrument prepared by PETER J. MCDANIEL
Return To: [Signature] Notary Public
My Commission Expires 7/17/88

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UNOFFICIAL COPY

Property of Cook County Clerks Office

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This instrument is executed by FIRST BANK OF OAK PARK, not personally, but solely as Trustee as aforesaid. All covenants and conditions to be performed hereunder by FIRST BANK OF OAK PARK are undertaken by it solely as Trustee as aforesaid and not individually, and no person shall be held as assented or enforceable against FIRST BANK OF OAK PARK by reason of any of the covenants, statements, representations or warranties contained in this instrument.

11.00

MODIFICATION AGREEMENT

avenue Bank
A TRUST COMPANY OF OAK PARK
104 N. OAK PARK AVENUE
OAK PARK, ILLINOIS
60301-1387



Box 279

THE COOK COUNTY CLERK'S OFFICE

The undersigned for themselves, their heirs, executors, successors and assigns, do hereby jointly and severally guarantee the repayment of the balance of the note described in the EXTENSION AGREEMENT on the reverse side hereof and the performance of all of the terms of said EXTENSION AGREEMENT on the part of the Party of the Second Part.

BY DARRELL'S BAKERY, INC.
Robert Cox

Daniel Cox
X
James Cox

STATE OF ILLINOIS
County of Cook } SS

I, Judith Ellen Lewis a Notary Public in and for the said county in the State aforesaid. DO HEREBY CERTIFY that John N. Carbery Frank J. Prucha, III Assistant ~~SECRETARIES~~ of FIRST BANK OF OAK PARK Vice President. and who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary ~~SECRETARIES~~ 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 FIRST BANK OF OAK PARK ~~SECRETARY~~ for the uses and purposes therein set forth, and caused its corporate seal to be thereto affixed.

GIVEN under my hand and official seal this 20th day of August A.D. 19 86

This instrument prepared by Judith Ellen Lewis Notary Public
Return To: See reverse side for recording fee