

# UNOFFICIAL COPY

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## SECOND MODIFICATION AGREEMENT

This Second Modification of Second Mortgage (hereinafter referred to as the "Modification Agreement") made this 15th day of July, 1987, by First Bank of Oak Park, not personally but as Trustee under Trust Agreement dated February 1, 1980, and known as Trust Number 11948 (hereinafter referred to as "First Party") and USAMERIBANC/WOODFIELD (hereinafter referred to as "Lender").

### WITNESSETH:

Whereas, First party has executed and delivered to Lender a Second Mortgage dated July 15, 1986, to secure that certain Time or Demand Note of Richard E. Farzo and Cheryl L. Graham dated July 15, 1986, in the aggregate amount of One Hundred Twenty Thousand and no/100 DOLLARS (\$120,000.00) ("Note"), which Second Mortgage ("Mortgage"), of even date therewith, was recorded on September 11, 1986, in the Recorder's Office of Cook County, Illinois, as Document Number 86408201 relating to the premises therein described as follows, to wit:

THE EASTERLY 165.38 FEET OF THAT PART OF THE NORTH WEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF FEUERBORN AND KLODE'S ARLINGTON MANOR SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SAID SECTION 10; DESCRIBED AS FOLLOWS:  
COMMENCING AT THE POINT ON THE SOUTH LINE AND SAID SUBDIVISION, 33.0 FEET WEST OF THE SOUTH WEST CORNER OF BLOCK 11 IN SAID SUBDIVISION (SAID POINT ALSO BEING THE CENTER LINE OF PINE AVENUE); THENCE SOUTH ON THE CENTER LINE OF PINE AVENUE, EXTENDED SOUTH 118.10 FEET; THENCE EAST 330.75 FEET TO A POINT 120.70 FEET SOUTH OF THE SOUTH EAST CORNER OF SAID BLOCK 11, EXTENDED EAST 33.0 FEET (BEING ALSO THE CENTER LINE OF BELMONT AVENUE), THENCE NORTH ALONG THE CENTER LINE OF BELMONT AVENUE, EXTENDED SOUTH 120.70 FEET TO THE SOUTH LINE OF THE AFORESAID SUBDIVISION; THENCE WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION 330.75 FEET TO THE POINT OF BEGINNING (EXCEPTING FROM THE AFORESAID TRACT OF LAND THE EAST 33.0 FEET THEREOF DEDICATED FOR PUBLIC STREET). ALL IN COOK COUNTY, ILLINOIS.

Permanent Tax ID No. 08-10-112-025 *TP*

Address: 1234 South Belmont, Arlington Heights

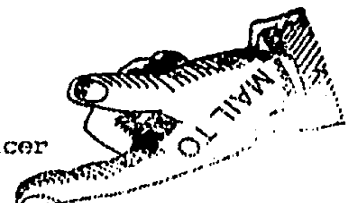
Whereas, First Party and Lender have agreed to enter into this Modification Agreement.

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 and Lender agree that the Note and Mortgage 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 SIX THOUSAND SEVEN HUNDRED SEVENTY-EIGHT AND 81/100 DOLLARS (\$106,778.81)
2. The maturity date of January 15, 1987, as reflected in the Note and Mortgage and extended to July 15, 1987, by a Modification Agreement dated January 15, 1987, is hereby changed to September 15, 1987.

PREPARED BY AND MAIL TO:

Ruby D. Feeley, Loan Officer  
USAMERIBANC/WOODFIELD  
Higgins & Meacham Roads  
Schaumburg, IL 60196



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3. Commencing July 15, 1987, the annual interest rate to be charged shall be Ten and One-Half (10 1/2%) percent.

4. Any provisions of the Note, Mortgage or this Modification Agreement which is unenforceable in the state in which the Mortgage 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, Mortgage and this Modification Agreement, shall be of no effect, and in such case all the remaining terms and provisions of the Note, Mortgage and this Modification Agreement shall subsist and be fully effective according to the tenor of the Note, Mortgage and this Modification Agreement, the same as though no such invalid portion had ever been included therein.

5. Except for the modifications stated hereinabove, the Note and Mortgage 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 warrants 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 day and year first above written.

First Bank of Oak Park  
not personally but as Trustee

ATTEST:

By: [Signature]

By: [Signature]

Its: ASSISTANT SECRETARY

Its: VICE-PRES. & TRUST OFFICER

ATTEST:

USAMERIDIAN/WOODFIELD

By: [Signature]

By: [Signature]

Its: RUBY D. FEELEY  
LOAN OFFICER

Its: [Signature]

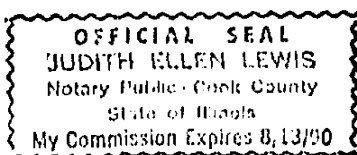
STATE OF ILLINOIS, Cook County ss:

I, Judith Ellen Lewis, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Fredric W. Meek of First Bank of Oak Park

and Martin C. Ott of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-Pres. & Trust Officer 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 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-Pres. & Trust Officer 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 official seal, this 10th day of August, 19 87.

My Commission Expires:



[Signature]  
Notary Public

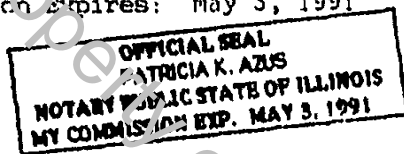
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STATE OF ILLINOIS, Cook County ss:

I, Patricia K. Azus, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John A. Kierna, personally known to me to be the Vice President of USAmeribanc/Woodfield, a Bank, and Ruby D. Feeley, personally known to me to be the Loan Officer of said Bank, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such VP and Loan Officer they signed and delivered the said instrument as VP and Loan Officer of said Bank and caused the Corporate Seal of said Bank to be affixed thereto, pursuant to authority given by the Board of Directors, of said Bank, 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 official seal, this 30th day of July, 19 87.

My Commission Expires: May 3, 1991



Patricia K. Azus  
Notary Public

DEPT--01 RECORDING \$13.00  
TH0222 TRAN 5020 08/19/87 10:41:00  
#9137 # B \*-87-458422  
COOK COUNTY RECORDER

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